

# **US Army Corps of Engineers®**

CHICAGO DISTRICT  
LEADERS IN CUSTOMER CARE

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**INDEPENDENCE HILL CONSERVANCY  
DISTRICT SANITARY SEWER  
IMPROVEMENT  
LAKE COUNTY, INDIANA**

**CONSTRUCTION SOLICITATION AND  
SPECIFICATIONS**

**Certified Final Documents –  
Ready to Advertise  
W912P622B0007  
November 17th, 2022**

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<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.  W912P622B0007	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  17-Nov-2022	PAGE OF PAGES  1 OF 59
<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.  W81G6621404560		6. PROJECT NO.	
7. ISSUED BY CODE W912P6  U.S. ARMY ENGINEER DISTRICT, CHICAGO 231 SOUTH LASALLE STREET SUITE 1500 CHICAGO IL 60604-1437  TEL: 312.846.5371 FAX:		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div> TEL: FAX:		
9. FOR INFORMATION CALL:	A. NAME  ERICKA D HILLARD		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>  312.846.5378	
SOLICITATION				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <span style="float: right;"><i>(Title, identifying no., date):</i></span>  Project Title: Independence Hill Conservancy District Sanitary Sewer Lateral Pipelining - Section 219, Merrillville, Lake County, Indiana (USACE Acquisition)  Project Description: The project work involves lining up to 140 lateral sewer line connections where each lateral connection would be lined starting at the connection point with the sewer main and extending 5 linear feet away from the connection point for a total of approximately 700 linear feet of liner. The project limits for the Sanitary Sewer Laterals Rehabilitation Project are in the roadway right-of-way in the Young America subdivision of Merrillville, Indiana. The project area is bound by 73rd Avenue to the north, Marshall Place to the east, US Route 30 to the south, and Whitcomb Street to the west.  COMPETITION FOR THIS ACQUISITION IS RESERVED EXCLUSIVELY for eligible Small Business Concerns.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>365</u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211-10)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i>  <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS  10	
13. ADDITIONAL SOLICITATION REQUIREMENTS:  A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>19 Dec 2022</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.  B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required.  C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.  D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
<b>14. NAME AND ADDRESS OF OFFEROR</b> <i>(Include ZIP Code)</i>					<b>15. TELEPHONE NO.</b> <i>(Include area code)</i>					
<div style="border: 1px solid black; height: 40px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 40px;"></div>					<b>16. REMITTANCE ADDRESS</b> <i>(Include only if different than Item 14)</i>  <b>See Item 14</b>					
<b>CODE</b>		<b>FACILITY CODE</b>								
<b>17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due.    <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i></b>										
<b>AMOUNTS</b>		<b>SEE SCHEDULE OF PRICES</b>								
<b>18. The offeror agrees to furnish any required performance and payment bonds.</b>										
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
<b>20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER</b> <i>(Type or print)</i>					<b>20B. SIGNATURE</b>				<b>20C. OFFER DATE</b>	
<b>AWARD (To be completed by Government)</b>										
<b>21. ITEMS ACCEPTED:</b>										
<b>22. AMOUNT</b>		<b>23. ACCOUNTING AND APPROPRIATION DATA</b>								
<b>24. SUBMIT INVOICES TO ADDRESS SHOWN IN</b> <i>(4 copies unless otherwise specified)</i>				<b>ITEM</b>	<b>25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO</b> <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)					
<b>26. ADMINISTERED BY</b>			<b>CODE</b>		<b>27. PAYMENT WILL BE MADE BY:</b> <b>CODE</b>					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>										
<input type="checkbox"/> <b>28. NEGOTIATED AGREEMENT</b> <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> <b>29. AWARD</b> <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.					
<b>30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN</b> <i>(Type or print)</i>					<b>31A. NAME OF CONTRACTING OFFICER</b> <i>(Type or print)</i>					
<b>30B. SIGNATURE</b>			<b>30C. DATE</b>		TEL:    EMAIL:			<b>31B. UNITED STATES OF AMERICA</b> BY		
								<b>31C. AWARD DATE</b>		

## Section 00 10 00 - Solicitation

CONTRACT BID FORM BID SCHEDULE

- **Applicable North American Industry Classification System Code: 237110 with a small business size standard of \$39.5M. Please note that business size in SAM (System for Award Management) is determined by the NAICS code. If the vendor size is not listed correctly for a particular NAICS code in SAM the business will be considered other than a small business. Construction Wage Rates: Davis Bacon General Decision Number: IN20220001 are applicable to this project.**
- **The Estimated Magnitude of Construction cost is between \$1,000,000.00 and \$5,000,000.00.**
- **WHEREIN STATED IN THIS SOLICITATION "OFFER OR OFFEROR", IT MEANS BID OR BIDDER**

THE BELOW BID FORM SERVES AS THE BID SCHEDULE AND SHALL BE USED BY THE BIDDER TO ENTER ITS BID PRICING

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE BID ITEMS FFP This is a Parent Line Item identifying the work that relates directly to its Sub-Line Items 0001AA and 0001AB; the Sub-Line Items themselves identify the quantities required to perform said work. Therefore, the Contractor shall provide the pricing separately at Sub-Items 0001AA and 0001AB. MILSTRIP: W81G6621404560 PURCHASE REQUEST NUMBER: W81G6621404560				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	CCTV & CLEANING OF UP TO 5' OF LATERAL FFP PIPE PRIOR TO LINING in Young America/Lincoln Gardens Subdvision PSC CD: Y1ND	146	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	CIPP LINING OF MINIMUM 5' OF LATERAL FFP PIPE & POST LINING CCTV INSPECTION OF 5' OF LATERAL PIPE in Young America/Lincoln Gardens Subdivision PSC CD: Y1ND	140	Each		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	OPTION #1 BID ITEMS				
OPTION	FFP				
	SEWER LATERAL "T" LINER- MANHOLE SBRK-0055 to MANHOLE SBRK-0060				

This is a Parent Line Item identifying the option work that relates directly to its Sub-Line Items 0002AA and 0002AB; the Sub-Line Items themselves identify the quantities required to perform said work. Therefore, the Contractor shall provide its pricing separately at Sub-Line Items 0002AA and 0002AB.

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		6	Each		
OPTION	CCTV & CLEANING OF UP TO 5' OF LATERAL				
	FFP				
	PIPE PRIOR TO LINING				
	PSC CD: Y1ND				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		6	Each		
OPTION	CIPP LINING OF MINIMUM 5' OF LATERAL				
	FFP				
	PIPE & POST LINING CCTV INSPECTION OF LATERAL PIPE				
	PSC CD: Y1ND				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	OPTION #2 BID ITEMS FFP SEWER LATERAL "T" LINERS- MANHOLE SBRK-0060 to MANHOLE SBRK-0065				

This is a Parent Line Item identifying the option work that relates directly to its Sub-Line Items 0003AA and 0003AB; the Sub-Line Items themselves identify the quantities required to perform said work. Therefore, the Contractor shall provide its pricing separately at Sub-Line Items 0003AA and 0003AB.

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	CCTV & CLEANING OF UP TO 5' OF LATERAL FFP PIPE PRIOR TO LINING PSC CD: Y1ND	6	Each		

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NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		6	Each		
OPTION	CIPP LINING OF MINIMUM 5' OF LATERAL FFP PIPE & POST LINING CCTV INSPECTION OF LATERAL PIPE PSC CD: Y1ND				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					
OPTION	OPTION #3 BID ITEMS FFP SEWER LATERAL "T" LINERS- MANHOLE SBRK-0065 to MANHOLE SBRK-0070				

This is a Parent Line Item identifying the option work that relates directly to its Sub-Line Items 0004AA and 0004AB; the Sub-Line Items themselves identify the quantities required to perform said work. Therefore, the Contractor shall provide its pricing separately at Sub-Line Items 0004AA and 0004AB.

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		8	Each		
OPTION	CCTV & CLEANING OF UP TO 5' OF LATERAL FFP PIPE PRIOR TO LINING PSC CD: Y1ND				

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		8	Each		
OPTION	CIPP LINING OF MINIMUM 5' OF LATERAL FFP PIPE & POST LINING CCTV INSPECTION OF LATERAL PIPE PSC CD: Y1ND				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	OPTION #4 BID ITEMS FFP SEWER LATERAL "T" LINERS- MANHOLE SBRK-0030 to MANHOLE SBRK-0035				

This is a Parent Line Item identifying the option work that relates directly to its Sub-Line Items 0005AA and 0005AB; the Sub-Line Items themselves identify the quantities required to perform said work. Therefore, the Contractor shall provide its pricing separately at Sub-Line Items 0005AA and 0005AB.

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	CCTV & CLEANING OF UP TO 5' OF LATERAL FFP PIPE PRIOR TO LINING PSC CD: Y1ND				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB OPTION	CIPP LINING OF MINIMUM 5' OF LATERAL FFP PIPE & POST LINING CCTV INSPECTION OF LATERAL PIPE PSC CD: Y1ND				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	OPTION #5 BID ITEMS FFP SEWER LATERAL "T" LINERS- MANHOLE SBRK-0035 to MANHOLE SBRK-0040				

This is a Parent Line Item identifying the option work that relates directly to its Sub-Line Items 0006AA and 0006AB; the Sub-Line Items themselves identify the quantities required to perform said work. Therefore, the Contractor shall provide its pricing separately at Sub-Line Items 0006AA and 0006AB.

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA OPTION	CCTV & CLEANING OF UP TO 5' OF LATERAL FFP PIPE PRIOR TO LINING PSC CD: Y1ND	8	Each		

---

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB		8	Each		
OPTION	CIPP LINING OF MINIMUM 5' OF LATERAL FFP PIPE & POST LINING CCTV INSPECTION OF LATERAL PIPE PSC CD: Y1ND				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007					
OPTION	OPTION #6 BID ITEMS FFP SEWER LATERAL "T" LINERS- MANHOLE SBRK-0040 to MANHOLE SBRK-0045				

This is a Parent Line Item identifying the option work that relates directly to its Sub-Line Items 0007AA and 0007AB; the Sub-Line Items themselves identify the quantities required to perform said work. Therefore, the Contractor shall provide its pricing separately at Sub-Line Items 0007AA and 0007AB.

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AA		8	Each		
OPTION	CCTV & CLEANING OF UP TO 5' OF LATERAL FFP PIPE PRIOR TO LINING PSC CD: Y1ND				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007AB		8	Each		
OPTION	CIPP LINING OF MINIMUM 5' OF LATERAL FFP PIPE & POST LINING CCTV INSPECTION OF LATERAL PIPE PSC CD: Y1ND				

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NET AMT

BID PRICING

TOTAL AMOUNT FOR BASE WORK (LINE ITEMS 0001AA AND 0001AB):

\$ \_\_\_\_\_

TOTAL AMOUNT FOR OPTION 1 WORK (LINE ITEMS 0002AA AND 0002AB):

\$ \_\_\_\_\_

TOTAL AMOUNT FOR OPTION 2 WORK (LINE ITEMS 0003AA AND 0003AB):

\$ \_\_\_\_\_

TOTAL AMOUNT FOR OPTION 3 WORK (LINE ITEMS 0004AA AND 0004AB):

\$ \_\_\_\_\_

TOTAL AMOUNT FOR OPTION 4 WORK (LINE ITEMS 0005AA AND 0005AB):

\$ \_\_\_\_\_

TOTAL AMOUNT FOR OPTION 5 WORK (LINE ITEMS 0006AA AND 0006AB):  
\$ \_\_\_\_\_

TOTAL AMOUNT FOR OPTION 6 WORK (LINE ITEMS 0007AA AND 0007AB):  
\$ \_\_\_\_\_

**OVERALL TOTAL BID AMOUNT (LINE ITEMS 0001 THROUGH 0007AB (INCLUDES ALL  
RESPECTIVE SUBITEMS)):**  
\$ \_\_\_\_\_

## Section 00 21 13 - Instructions to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-22	Alternative Line Item Proposal	JAN 2017
52.214-3	Amendments To Invitations For Bids	DEC 2016
52.214-4	False Statements In Bids	APR 1984
52.214-5	Submission Of Bids	DEC 2016
52.214-6	Explanation To Prospective Bidders	APR 1984
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids	NOV 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
252.215-7008	Only One Offer	JUL 2019

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **FIRM FIXED PRICE (FFP) CONSTRUCTION** contract resulting from this solicitation.

(End of provision)

## 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

## 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS--SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.



(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

#### 52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

April Judd  
Contracting Officer  
Louisville District Contracting Division  
U.S. Army Corps of Engineers  
600 Dr. Martin Luther King, Jr. Place  
Room 821  
Louisville, KY 40202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name: Nihad Halilovic

Address: 906 N Griffith Blvd, Griffith, Indiana 46319

Telephone: 219-923-1763

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.acquisition.gov/far](http://www.acquisition.gov/far)

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

#### 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

## Section 00 22 13 - Supplementary Instructions to Bidders

**IMPORTANT BID NOTES**

***(THE ABOVE SOLICITATION SECTION 00 10 00 IS TO BE USED BY BIDDERS TO SUBMIT THEIR BIDS; IT IS ALSO CONSIDERED THE “BID SCHEDULE” AS TERMED THROUGHOUT THE SOLICITATION.)***

**1. BID CONDITIONS:**

a. The Contractor shall bid ALL items that are contained in the Bid Schedule INCLUDING ALL OPTION ITEMS, with no exceptions. Should a Contractor fail to fully complete the bid schedule, its bid will not be considered responsive to the solicitation and eligible for the resultant contract award. Therefore, the bidder's total price for the work shall be based on the TOTAL of all BASE AND OPTION items included in the Bid Schedule. **The Contractor shall enter both its unit price and extended price for each Bid Item and all Option Items.**

b. From this Solicitation, the Government intends to award one firm-fixed price contract to the responsive, responsible bidder submitting the lowest aggregate price for all Items. The intent is immediately award the base items at the time of award.

c. Split or multiple awards will not result from this Solicitation.

d. Bidders are required to acknowledge the receipt of all amendments to the Solicitation on the Standard Form 1442 in the space provided OR, by completing Blocks 8 and 15 of the Amendment Form itself (Standard Form 30), or by email to Ericka Hillard at [ericka.d.hillard@usace.army.mil](mailto:ericka.d.hillard@usace.army.mil).

e. SF 1442 BACK (Page 2 of the Solicitation): Bidders shall fully complete all the required areas located on Page 2 of the Solicitation document (SF 1442 Back) - refer to Block's 14 through 20C.

f. Section 00 45 00 (Representations and Certifications): The bidder must complete the applicable boxes found at Section 00 45 00 of this Solicitation and submit the completed Section along with all other documents required by this Solicitation. In order to place a bid in response to this Solicitation, the bidder must be registered in an “active status” at the System for Award Management (SAM) (registration can be completed on line for free at [www.sam.gov](http://www.sam.gov)). Accordingly, any bid furnished from contractor without an active registration at SAM may be considered non-responsive to the material requirements of this Solicitation and ineligible for award.

**2. OPTION PROVISIONS & RELATED PERFORMANCE TIMEFRAMES:**

- SEE Section 00 70 00, Contract Clause 52.217-7

**3. BID SUBMISSION:**

- a. **METHOD OF BID SUBMISSION: ALL BIDS IN RESPONSE TO THIS SOLICITATION SHALL BE SUBMITTED BY ELECTRONIC MAIL (EMAIL). THE SUBJECT LINE OF YOUR EMAIL SHALL INCLUDE THE SOLICITATION AND PROJECT TITLE.**

- (1) Emailed Bids shall be transmitted and accompanied by all other required documents (re: “Important Bid Notes,” Solicitation Section 00 22 13). **The Bidder's bid and all required documents shall be attached therein the Email. The subject line of the Email shall contain the Solicitation Number and Project title. The Bidder shall verify all contents of its attachments to ensure they are readable and in full compliance with the Solicitation requirements. Therefore, prior to submitting the bid, the Bidder shall ensure all bid**

documents are in conformance and enclosed for bidding purposes. The date and time stamp provided via the government's email will constitute the time of receipt of a bid package. The government will acknowledge receipt of the Bidder's email. The government will not review the Bid or any of the attachments provided via the Bidder's email until the Bid Opening. All electronically submitted files by Email CANNOT EXCEED this Agency's size limit of 20MB (includes email and its attachment); files exceeding this size will be denied access to the aforementioned email inboxes. It is the responsibility of the contractor to determine the size of its electronic file. Should the Bidder need to break up its submittal, it may provide its attachment under separate emails to avoid exceeding the size limit. The last email received will constitute the full submission of the Bid, e.g. the time received by the government.

- (2) EMAIL BIDS to Ericka Hillard at [ericka.d.hillard@usace.army.mil](mailto:ericka.d.hillard@usace.army.mil) with copies furnished to Michael Jones at [michael.t.jones@usace.army.mil](mailto:michael.t.jones@usace.army.mil) and April Judd at [april.c.judd@usace.army.mil](mailto:april.c.judd@usace.army.mil).

- b. In consideration of the provisions of Subpart 14.301 of the Federal Acquisition Regulation, wherein the "responsiveness of bids" is provisioned, bidders must comply with all material respects of this Solicitation (Invitation for Bids) to be considered for the resulting award. Accordingly, bids submitted by EMAIL (and other methods authorized by this Solicitation) must be in compliance with the submission requirements discussed below. (also see Clause No. 52.214-5 at Section 00 21 13 of this Solicitation)
- c. **TIME OF SUBMISSION:** Bids are required one hour prior the time specified on Page 1 of this Solicitation, Block #13a. *Please note, FAR Subpart 14.302 Bid submission; "Bids shall be submitted so that they will be received in the office designated in the invitation for bids not later than the exact time set for opening of bids."*
- d. **VIRTUAL BID OPENING:** For this procurement, Contracting will conduct a virtual Bid Opening in accordance with the below provisions. These procedures are being used because of the current public health concerns affiliated with COVID-19.
- e. **VIRTUAL BID OPENING PROVISIONS/ PARTICIPATION:**

**THE VIRTUAL BID OPENING WILL BEGIN ON the time and date specified on Page 1 of this Solicitation, Block #13a. - THE WEBEX AND AUDIO INFORMATION FOR THE VIRTUAL BID OPENING FOLLOWS:**

Interested individuals will navigate to a WEBEX link. The bids will be read aloud and individuals will be able to view the Bid Opening information on the WEBEX screen as the bids are opened. Should technological issues ensue from the visual viewing at the WEBEX, the audio access will take precedence and satisfy the conditions of bids being communicated publicly/read aloud. Within 3 days prior to the bid opening, the government will provide a meeting link with a password and phone number at the [sam.gov](https://sam.gov) website (<https://sam.gov>), wherein the Solicitation package is published.

- f. **BID GUARANTEE:**

Bidders are required to submit a Bid Guarantee for this project in accordance with the Federal Acquisition Regulation Clause 52.228-1, "Bid Guarantee" – Refer to Solicitation Section 00 21 13 for the full text of this Clause.

A bid guarantee shall be submitted at 20% of the bid price or \$3M whichever is the lesser.

**Any bidder failing to submit a Bid Guarantee will be considered non- responsive to the Solicitation and ineligible for award.**

**Emailed Bids: If submitting your Bid by email, the bid guarantee must be included in your emailed attachment(s).**

- g. **ATTACHMENT A – PREAWARD SURVEY FORM** – The bidder shall complete the enclosed Attachment A and submit it along with your bid (if emailing your bid, this form must be included in your attachments). The preaward survey form is to aid in expediting the award of this project. Only the winning bidder's information will be surveyed.

h. **PROJNET INSTRUCTIONS – BIDDER'S QUESTIONS AND COMMENTS**

Technical inquiries and questions relating to proposal procedures or bonds are to be submitted via Bidder Inquiry in ProjNet at <http://www.ProjNet.org/ProjNet>. As noted below, offerors shall not submit their proposals via ProjNet. Offerors shall submit their proposals in accordance with the provisions stated in the solicitation.

To submit and review bid inquiry items, bidders will need to be a current registered user or self register into system.

The Solicitation Number is: W912P622B0007

The Bidder Inquiry Key is: 97F49N-5EUIUC

**Specific Instructions for ProjNet Bid Inquiry Access:**

1. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
2. Identify the Agency. This should be marked as USACE.
3. Key. Enter the Bidder Inquiry Key listed above.
4. Email. Enter the email address you would like to use for communication.
5. Select Continue. A page will then open stating a user account was not found and will ask you to create one using the provided form.
6. Enter your First Name, Last Name, Company, City, State, Phone, Email, Secret Question, Secret Answer, and Time Zone. Make sure to remember your Secret Question and Answer as they will be used from this point on to access the ProjNet system.
7. Select Add User. Once this is completed you are now registered within ProjNet and are currently logged into the system.

**Specific Instructions for Future ProjNet Bid Inquiry Access:**

1. For future access to ProjNet, you will not be emailed any type of password. You will utilize your Secret Question and Secret Answer to log in.
2. From the ProjNet home page linked above, click on Quick Add on the upper right side of the screen.
3. Identify the Agency. This should be marked as USACE.
4. Key. Enter the Bidder Inquiry Key listed above.
5. Email. Enter the email address you used to register previously in ProjNet.
6. Select Continue. A page will then open asking you to enter the answer to your SecretQuestion.

7. Enter your Secret Answer and click Login. Once this is completed you are now logged into the system.

From this page you may view all bidder inquiries or add an inquiry.

Bidders will receive an acknowledgement of their question via email, followed by an answer to their question after it has been processed by our technical team.

Bidders are requested to review the specification in its entirety and to review the Bidder Inquiry System for answers to questions prior to submission of a new inquiry.

The call center operates weekdays from 8AM to 5PM U.S. Central Time Zone (Chicago). The telephone number for the Call Center is 800-428-HELP.

Bidders will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

NOTES:

1. Offerors shall not submit their proposals via ProjNet, but in accordance with the provisions stated in the solicitation. Any questions regarding acceptable means of submitting offers shall be made directly to the Contract Specialist identified in the solicitation.

2. Government responses to technical inquiries and questions relating to proposal procedures or bonds that are submitted to ProjNet in accordance with the procedures above are not binding on the Government unless an amendment is issued on Standard Form 30. In the case of any conflicts, the solicitation governs. Any changes or revisions to the solicitation will be made by formal amendment. Government responses will be limited to: (a) Notice that an amendment will be issued; (b) Reference to an existing requirement contained in the solicitation; or (c) Notice that a response is not necessary.

3. The ability to enter technical inquiries and questions relating to proposal procedures or bonds will be disabled ten (10) calendar days prior to the closing date stated in the solicitation. No Government responses will be entered into the ProjNet system within five (5) calendar days prior to the closing date stated in the solicitation.

## ATTACHMENT A

**PREAWARD SURVEY INFORMATION**

(RE: Subparts 9.104-1 and 9.105-1 of the Federal Acquisition Regulation)

CONTRACTOR: \_\_\_\_\_

SOLICITATION W912P622B0007, INDEPENDENCE HILL CONSERVANCY DISTRICT SANITARY  
SEWER LATERAL PIPELINING – SECTION 219, MERRILLVILLE, LAKE COUNTY, INDIANA  
(USACE ACQUISITION)

Please complete the below form to assist in the completion of a Pre-award Survey:

1. Month and Year started in business: \_\_\_\_\_

2. Year and State Incorporated: \_\_\_\_\_

3. Key Personnel:

President/Owner: \_\_\_\_\_

Vice President/Partner: \_\_\_\_\_

Secretary/Treasurer: \_\_\_\_\_

4. Number of Full-Time Employees: \_\_\_\_\_

5. Surety:

Agency: \_\_\_\_\_

Agent: \_\_\_\_\_

Address, City &amp; State: \_\_\_\_\_

Telephone#: \_\_\_\_\_

6. Insurance Company:

Agency: \_\_\_\_\_

Agent: \_\_\_\_\_

Address, City &amp; State: \_\_\_\_\_

Telephone#: \_\_\_\_\_

7. Financial Institution Information:

Name of Bank: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address, City &amp; State: \_\_\_\_\_

Telephone#: \_\_\_\_\_

8. References: Provide the names and contact information of **three** references. Information obtained from references will be used to determine if you have been diligent in the following areas: a) Quality of Work; b) Timely Performance; c) Effectiveness of Management; d) Compliance with Safety Standards; and e) Compliance with Labor Standards.

9. Does your company have any ongoing projects that may cause a problem with completing or beginning performance of the subject project?

10. Does your company own all of necessary tools and equipment to perform the work of the project?

END OF FORM



## Section 00 45 00 - Representations and Certifications

REPRESENTATIONS CERTIFICATIONS***REPRESENTATIONS AND CERTIFICATIONS***

COMPANY NAME AND ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

BUSINESS SIZE (select one)

Large Business \_\_\_\_\_ Small Business \_\_\_\_\_ HUBZone Business \_\_\_\_\_ 8A \_\_\_\_\_

Woman-Owned \_\_\_\_\_ Service-Disabled Veteran-Owned \_\_\_\_\_

Contractor is registered with SAM: \_\_\_\_\_ YES \_\_\_\_\_ NO

(See FAR 52.204-7)

TAX ID # \_\_\_\_\_

INDICATE Unique Entity Identifier (previously DUNS NUMBER) \_\_\_\_\_ (This is 12 digit alphanumeric code)

CAGE NO. \_\_\_\_\_ (Note: See Unique Entity Identifier (FAR 52.204-7))

## CLAUSES INCORPORATED BY REFERENCE

52.209-13	Violation of Arms Control Treaties or Agreements -- Certification	NOV 2021
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7973 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems - Representation (DEVIATION 2020-00015)	MAY 2020

## CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$39,500,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

## (B) Alternate I.

## (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [      offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

#### 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that--

(1) It [ ☐ ] will, [ ☐ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It [ ☐ ] does, [ ☐ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

## 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ( ) has ( ) does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

## 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2021)

Substitute the following paragraphs (b), (d) and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.



(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (e) applies.

☐ (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

X (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

☐ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

☐ (iii) 252.225-7020, Trade Agreements Certificate.

☐ Use with Alternate I.

X (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

\_\_\_ (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

\_\_\_ (vii) 252.232-7015, Performance-Based Payments--Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at <https://www.acquisition.gov/>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date \_\_\_\_]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS provision No.	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

#### 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES -- REPRESENTATION (DEC 2019)

(a) Definitions. As used in this provision, covered defense telecommunications equipment or services has the meaning provided in the clause 252.204-7018, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered defense telecommunications equipment or services”.

(c) Representation. The Offeror represents that it [ ] does, [ ] does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

252.204-7017 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (MAY 2021)

The Offeror is not required to complete the representation in this provision if the Offeror has represented in the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does not provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.”

(a) Definitions. Covered defense telecommunications equipment or services, covered mission, critical technology, and substantial or essential component, as used in this provision, have the meanings given in the 252.204-7018 clause, Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services, of this solicitation.

(b) Prohibition. Section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits agencies from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) Representation. If in its annual representations and certifications in SAM the Offeror has represented in paragraph (c) of the provision at 252.204-7016, Covered Defense Telecommunications Equipment or Services--Representation, that it “does” provide covered defense telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument, then the Offeror shall complete the following additional representation:

The Offeror represents that it [ ] will [ ] will not provide covered defense telecommunications equipment or services as a part of its offered products or services to DoD in the performance of any award resulting from this solicitation.

(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will provide covered defense telecommunications equipment or services,” the Offeror shall provide the following information as part of the offer:

(1) A description of all covered defense telecommunications equipment and services offered (include brand or manufacturer; product, such as model number, original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable).

(2) An explanation of the proposed use of covered defense telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition referenced in paragraph (b) of this provision.

(3) For services, the entity providing the covered defense telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known).

(4) For equipment, the entity that produced or provided the covered defense telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

## Section 00 70 00 - Conditions of the Contract

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-18	Preparation of Bids-Construction	APR 1984
52.214-19	Contract Award-Sealed Bidding-Construction	AUG 1996
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-6	Construction Wage Rate Requirements	AUG 2018
52.222-7	Withholding of Funds	MAY 2014
52.222-8	Payrolls and Basic Records	JUL 2021
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance With Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014

52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	MAY 2022
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	AUG 2018
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.223-20	Aerosols	JUN 2016
52.223-21	Foams	JUN 2016
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-11 (Dev)	Individual Surety--Pledge of Assets (DEVIATION 2020-O0016)	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	MAY 2014
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995

52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2022
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2020
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	MAR 2022
252.225-7048	Export-Controlled Items	JUN 2013
252.225-7052	Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten.	OCT 2020
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7972 (Dev)	Prohibition on the Procurement of Foreign-Made Unmanned Aircraft Systems (DEVIATION 2020-O0015)	MAY 2020
252.227-7033	Rights in Shop Drawings	APR 1966
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7002	Obstruction of Navigable Waterways	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

## 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of Clause)

## 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

(a) Definitions. As used in this clause--

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.



- (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
  - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.
- (End of clause)

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days following the Contractor's acknowledgment of the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 Calendar Days following the Contractor's acknowledgement of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$1,547.86 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor as follows.

At the discretion of the government, any, all or none of the Option Items (inclusive of each and every option item under the bid schedule) may be exercised.

Any option exercised will occur within 180 calendar days following the Contractor's acknowledgement of the Notice to Proceed and the work must be performed within the time remaining under the Contract, meaning no additional time will be added to the Contract.

Once an option is awarded, the contractor will be required to obtain additional bond coverage per the respective option item (re: Solicitation Section 00 70 00, Federal Acquisition Regulation Clause No. 52.228-15 (DEVIATION 2020-O0016).

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

(a) Definition. Small business concern, as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) Applicability. This clause applies only to--

- (1) Contracts that have been totally set aside for small business concerns; and
  - (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).
- (c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.
- (End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEVIATION 2021-O0008) (SEP 2021)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. “Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
  - (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
  - (2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) Applicability. This clause applies only to—
  - (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
  - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;
  - (4) Orders expected to exceed the simplified acquisition threshold and that are—
    - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
    - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
  - (5) Orders, regardless of dollar value, that are—
    - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
    - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
  - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—
  - (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor’s 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. The following services may be excluded from the 50 percent limitation:
    - (i) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code 562910), cloud computing services, or mass media purchases.

(ii) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –  
[Contracting Officer check as appropriate.]

X By the end of the base term of the contract and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

## 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition--

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code assigned to contract number .

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

#### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
20.9%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is CITY OF MERRILLVILLE, COUNTY OF LAKE, STATE OF INDIANA.

(End of provision)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(a) Definitions. As used in this clause--

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)



## 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (NOV 2021)

(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

\_\_\_ [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \*\
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Item 1:

Foreign construction material.... \_\_\_\_\_  
Domestic construction material... \_\_\_\_\_

Item 2:

Foreign construction material.... \_\_\_\_\_  
Domestic construction material... \_\_\_\_\_  
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[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

#### 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2014)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American --Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the

equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### 52.228-15 PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020) (DEVIATION 2020-O0016)

(a) *Definitions.* As used in this clause—

*Original contract price* means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is valued at or below the threshold specified in Federal Acquisition Regulation 28.102-1(a) on the date of award of this contract, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds* (Standard Form 25, except that no seal is required). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment bonds* (Standard Form 25A, except that no seal is required). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register* or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at <http://www.fms.treas.gov/c570/>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

#### 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

“After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

“Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)(1) The contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be—

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

#### 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS--NOTICE AND REPRESENTATION (JUN 2020)

(a) Definitions. As used in this provision--

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means--

(1) A citizen or resident of the United States;

(2) A domestic partnership;

(3) A domestic corporation;

(4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and

(5) Any trust if--

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at [www.irs.gov/w14](http://www.irs.gov/w14). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that--

(1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that--I am claiming on the IRS Form W-14 ☐ a full exemption, or ☐ partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then--

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

#### 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.



(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

#### 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.acquisition.gov/far](http://www.acquisition.gov/far)

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any FAR or Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

NO.	SHEET #	TITLE
1	G-001	LOCALITY AND VICINITY MAP
2	G-002	INDEX
3	G-003	GENERAL NOTES
4	G-004	LIST OF LOT NUMBERS, ADDRESS, AND TAX KEY NUMBERS
5	G-005	LIST OF LOT NUMBERS, ADDRESS, AND TAX KEY NUMBERS
6	G-006	LIST OF LOT NUMBERS, ADDRESS, AND TAX KEY NUMBERS

7	C-100	OVERALL DRAWING INDEX MAP
8	C-101	PLAN-YOUNG AMERICA YGAM- 0130 to YGAM-0120 , YGAM-0120 to YGAM-0090, YGAM-0105 to YGAM-0100, YGAM-0095 to YGAM-0090, YGAM-0090 to YGAM-0088, YGAM-0088 to YGAM-0080, YGAM-0085 to YGAM-0080, YGAM-0080 to YGAM-0078
9	C-102	PLAN- YOUNG AMERICA YGAM-0510 to YGAM-0505, YGAM-0505 to YGAM-0500, YGAM-0495 to YGAM-0500, YGAM-0300 to YGAM-0295, YGAM-0295 to YGAM-0280 YGAM-0280 to YGAM-0275, YGAM-0270 to YGAM-0265, YGAM-0290 to YGAM-0285
10	C-103	PLAN- YOUNG AMERICA YGAM-0078 to YGAM-0055, YGAM-0055 to YGAM-0040, YGAM-0040 to YGAM-0005, YGAM-0005 to YGAM-0010, YGAM-0015 to YGAM-0020, YGAM-0020 to YGAM- 0025, YGAM-0025 to YGAM-0030, YGAM-0055 to YGAM-0060, YGAM-0060 to YGAM-0065; YGAM-0065 to YGAM-0070, YGAM-0040 to YGAM-0045, YGAM-0045 to YGAM-0050
11	C-104	PLAN- YOUNG AMERICA YGAM-0325 to YGAM-0315, YGAM-0240 to YGAM-0235, YGAM-0235 to YGAM-0225, YGAM-0225 to YGAM-0215
12	C-105	PLAN- YOUNG AMERICA YGAM-0215 to YGAM-0205, YGAM-0205 to YGAM-0200, YGAM-0205 to YGAM-0210, YGAM-0195 to YGAM-0190, YGAM—0190 to YGAM-0185
13	C-106	PLAN- YOUNG AMERICA YGAM-0180 to YGAM-0170, YGAM-0170 to YGAM-0165, YGAM-0160 to YGAM-0150, YGAM-0150 to YGAM-0155, YGAM-0170 to YGAM-0175
14	C-107	PLAN- SOUTH BROOK SBRK-0105 to SBRK-0100, SBRK-0100 to SBRK-0095, SBRK-0095 to SBRK- 0075, SBRK-0075 to SBRK-0090, SBRK-0075 to SBRK-0075A, SBRK-0075A to SBRK-0085, SBRK-0070 to SBRK—0065, SBRK-0065 to SBRK-0060, SBRK- 0060 to SBRK-0055, SBRK-0045 to SBRK-0040, SBRK-0040 to SBRK-0035, SBRK-0035 to SBRK-0030, SBRK-0215 to SBRK-0210, SBRK- 0210 to SBRK- 0205, SBRK-0205 to SBRK-0010, SBRK-0010 to SBRK- 0020

(End of clause)

## Section 00 73 00 - Supplementary Conditions

POST AWARD DOCUMENTATION***SUBMISSION OF POST AWARD CONTRACT DOCUMENTATION***

Following contract award, the Contractor shall provide contract documentation in an electronic format to the greatest extent practicable. Contract documentation to be submitted electronically may include, but is not limited to, the following:

- Submittals, including ENG 4025 transmittal form Meeting Minutes
- Construction Photographs
- Correspondence
- Requests for Information
- Payroll Documents
- Statement and Acknowledgement Forms (SF 1413) Request for Additional Classification (SF 1444)
- Progress Payment Requests and Supporting Documentation
- Contract Modification Documentation, including SF 30, Contractor's Offer, Cost/Pricing Audit Report, and Certificate of Current Cost or Pricing Data
- Contractor Quality Control Reports (with attachments) Accident Reports
- Schedules and Schedule Updates
- Closeout Documentation, including Release of Claims

Electronic files must be of sufficient quality that all information is legible. Electronic format shall be in Adobe.PDF format, unless otherwise specified or directed by the Contracting Officer's Representative (COR). Whenever possible, PDF files shall be generated from original documents so that the text included in the PDF file is both searchable and can be copied. If documents are scanned, Optical Character Resolution (OCR) routines are required. Files exceeding 30 pages shall be indexed and bookmarked to allow efficient navigation of the file. When required, the electronic file must include a valid electronic signature, or scan of a signature.

Email electronic documents fewer than 10MB to an email address as directed by the COR. Electronic documents over 10MB shall be provided on a CD/DVD, or through an electronic file sharing system DoD Safe located at the following website:

<https://safe.apps.mil>

The Government reserves the right to request hard copy submission of any item, if deemed necessary. The Contractor shall be prepared to provide up to eight (8) additional paper hard copies of any contract document at the discretion of the COR, at no additional cost to the Government. In addition to the electronic file format described above, the following list of documents shall be provided in their original format because law or other regulations require signed originals be kept in accordance with FAR 4.805 -- Storage, Handling, and Disposal of Contract Files: (this list is taken from appendix 5 to annex C to OPORD 2012-66)

- Advance Payment Bond
- Bid Bond including Annual Bid Bond
- Performance Bond including Annual Performance Bond
- Payment Bond
- Patent Infringement Bond
- Any performance security instruments
- Certificate of Insurance
- Novation/Change of Name Agreement

- Assignment of Claims
- Any document containing a raised seal. Examples include
- Notarized documents
- Architecture Drawings
- Paper Payroll Documents
- Physical signatures on contracts and modifications
- SF 1442
- SF 30

**END OF SUPPLEMENTARY CONDITIONS**

"General Decision Number: IN20220001 10/28/2022

Superseded General Decision Number: IN20210001

State: Indiana

Construction Types: Building, Heavy and Highway

Counties: La Porte, Lake, Porter and St Joseph Counties in Indiana.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	04/01/2022
4	05/06/2022
5	05/13/2022
6	05/27/2022
7	06/03/2022
8	06/10/2022
9	07/01/2022
10	07/08/2022
11	07/15/2022
12	07/29/2022
13	08/05/2022
14	08/19/2022
15	09/02/2022
16	09/09/2022
17	09/16/2022
18	10/28/2022

ASBE0017-002 06/01/2022

## LAKE AND PORTER COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 52.80	32.39
HAZARDOUS MATERIAL HANDLER (INCLUDES PREPARATION, WETTING, STRIPPING REMOVAL SCRAPPING, VACUUMING, BAGGING AND DISPOSAL OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS).....	\$ 38.85	24.60

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ASBE0075-001 06/01/2020

## REMAINING COUNTIES

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 32.00	26.04
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal, scrapping, vaccuming, bagging, and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 23.00	14.40

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BOIL0001-005 05/01/2017

## LAKE COUNTY, City of Hammond; North of 114th Street

	Rates	Fringes
BOILERMAKER.....	\$ 46.18	29.58

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BOIL0374-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 38.53	32.20
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BRIN0004-011 09/21/2021		

## LAKE, LAPORTE AND PORTER COUNTIES

	Rates	Fringes
BRICKLAYER		
Bricklayer; Stone Mason;		
Pointer, Cleaner, Caulker...	\$ 38.85	27.17
Marble Finisher; Tile		
Finisher.....	\$ 31.00	19.16
Marble Mason; Terrazzo		
Worker; Tile Layer.....	\$ 37.05	21.64
Terrazzo Finisher.....	\$ 31.00	19.16
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BRIN0004-018 09/21/2021		

## SOUTH BEND: ST. JOSEPH COUNTY

	Rates	Fringes
BRICKLAYER		
BRICKLAYER; STONE MASON;		
POINTER, CAULKER, CLEANER...	\$ 31.11	18.40
MARBLE AND TILE FINISHER....	\$ 31.00	19.16
MARBLE AND TILE LAYER.....	\$ 31.71	20.88
TERRAZZO FINISHER.....	\$ 31.00	19.16
TERRAZZO WORKER.....	\$ 33.00	22.33
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CARP0413-002 04/01/2022		

## St. Joseph County

	Rates	Fringes
CARPENTER.....	\$ 28.95	22.66
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CARP0765-001 06/01/2022		

## LAKE, LAPORTE AND PORTER COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 41.38	32.26
MILLWRIGHT.....	\$ 39.88	29.20
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CARP1029-001 06/01/2022		

ADAMS, ALLEN, CASS, DEKALB, ELKHART, FULTON, GRANT, HOWARD,  
HUNTINGTON, KOSCIUSKO, LAGRANGE, MARSHALL, MIAMI, NOBLE, ST.  
JOSEPH, STEUBEN, TIPTON, WABASH, WELLS and WHITLEY COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 31.20	26.80
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ELEC0153-001 06/03/2021		

## ST JOSEPH COUNTY



	Rates	Fringes
Communication Technician.....	\$ 26.50	18.33
ELECTRICIAN.....	\$ 36.50	25.98

Includes the installation, operation, inspection, modification, maintenance and repair of systems used for the transmission and reception of signals of any nature, for any purpose, including but not limited to, sound and voice transmission/transference systems, communication systems that transmit or receive information and/or control systems, television and video systems, micro-processor controlled fire alarm systems, and security systems and the performance of any task directly related to such installation or service. The scope of work shall exclude the installation of electrical power wiring and the installation of conduit raceways exceeding fifteen (15) feet in length.

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ELEC0531-001 05/31/2021

LAPORTE and PORTER COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.50	28.26

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ELEC0697-001 06/01/2022

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 45.25	30.13

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ELEC0697-004 08/31/2021

LAKE COUNTY

	Rates	Fringes
Telecommunication Technician.....	\$ 35.75	28.77

Work covers low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V/SAT, bypass, CATV, WAN (WIDE AREA NETWORKS), LAN (local area networks), and ISDN (integrated system digital network). Does not cover any work which properly comes under the work description of Inside JW (Journeyman Wireman), but shall cover the pulling of wire in raceways, but not the installation of raceways.

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ELEC1393-003 12/02/2020

LAKE & PORTER COUNTIES  
(Calumet Area, North of U.S. Hwy 30)

	Rates	Fringes
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Line Construction:

EQUIPMENT OPERATOR 1:  
 (Diggers 5th wheel type  
 trucks, crawler type, D-4  
 and smaller, bucket trucks  
 and live boom type line  
 trucks).....\$ 32.91                      29%+6.75  
 EQUIPMENT OPERATOR 3  
 (Backhoe over 1/2 yard  
 bucket capacity, cranes  
 rated at 15 ton or more  
 capacity) 95% of J.L. Rate..\$ 40.60                      29%+6.75  
 GROUNDMAN.....\$ 27.08                      29%+6.75  
 GROUNDMAN-TRUCK DRIVER.....\$ 27.08                      29%+6.75  
 LINEMAN.....\$ 43.11                      29%+6.75

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 ELEV0002-005 01/01/2022

#### ELEVATOR CONSTRUCTION

#### LAKE AND PORTER COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 62.47	36.885+a+b

#### FOOTNOTES:

a) Eight Paid Holidays: New Year's Day; Veterans Day, Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving and Christmas Day.

b) Employer contributes 8% of regular hourly rate to vacation pay credit for employee with more than 5 years of service, and 6% of regular hourly rate for less than 5 years of service.

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 ELEV0044-002 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.88	36.885+a+b

a) PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b) Employer contributes 8% of regular hourly rate to vacation pay credit for employee with more than 5 years of service; 6% for less than 5 years' service.

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 ENGI0150-001 06/01/2021

#### BUILDING CONSTRUCTION POWER EQUIPMENT OPERATORS:

#### LAKE, LAPORTE, and PORTER COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 42.00	39.68
GROUP 2.....	\$ 41.20	39.68
GROUP 3.....	\$ 36.90	39.68
GROUP 4.....	\$ 34.70	39.68
GROUP 5.....	\$ 29.25	39.68

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Asphalt Plant; Autograde; Batch Plant); Benoto (requires 2 engineers; Boiler & throttle valve; Boring machine (mining machine); Caisson Rigs; Central redi-mix plant; Combination Backhoe Endloader with backhoe bucket over 1/2 cu. yd. or with attachments; Combination tugger hoist & air compressor; Compressor & throttle; Concrete Breaker (truck mounted); Concrete conveyor; Concrete conveyor (truck mounted); Concrete paver over 27E cu.ft.; Concrete paver 27E cu. ft. & under; Concrete placing boom; Concrete pump/grout pump with boom (truck mounted); Concrete pump with boom (truck mounted); concrete tower; Cranes and Backhoes (All Attachments); Cranes, Hammerhead Tower; Creter Crane; Derricks (all); Derricks (traveling); Forklift lull type; Forklift, 10 ton & over; Gradall, Hoist 1, 2, and 3 drums; Hoist (2 tugger 1 floor), Hydraulic Boom truck, Laser Screed, Locomotive (all), Motor patrol, Mucking Machine; Pile Driving and Skid rig, Pit machine, Prestress Machines, Pump cretes (and similar types), Rock Drill (self-propelled), Rock Drill Truck mounted; Slip form paver, Straddle buggies, Tractor with boom and side boom, Trenching Machine; Winch Tractors, Welding machines (6-9),

GROUP 2: Air Compressor (3) (feeding a common receiver); Asphalt Spreader; boilers; bulldozers; Combination Backhoe end loader with Backhoe bucket 1/2 cu. yd. and under or with attachments; Corboy drilling machine; Grader, Elevating; Grouting machines; Guard rail post driver; Highlift Shovel or frontend loader; Hoist (automatic), Hoist (all elevators); Hoist (tugger and single drum); Post hole digger; rollers (all); Scoop (tractor drawn); Stone crushers; Tournapull; Winch trucks

GROUP 3: Air compressor - small 210 and under (1 to 5 not to exceed a total of 300 feet); Air compressor - large over 210; Air compressor (2) feeding a common receiver; Combination - small equipment operator; Concrete mixer (two bag & over); Conveyor, portable; Forklift-under 10 ton; Generator; Pumps (1 to 3 not to exceed a total of 300 feet); Pumps, well points; Steam generators; Tractors, farm & similar type; Welding machines (2 thru 5); Winches, 4 electric drill winches

GROUP 4: Bull gang (crane erection crew); Heaters, mechanical (1 to 5); Oilers; Switchmen

GROUP 5: Fork lifts (Housing and commercial only)

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ENGI0150-012 06/01/2022

## BUILDING CONSTRUCTION

## ST. JOSEPH COUNTY

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 30.75	34.25
GROUP 2.....	\$ 29.40	34.25
GROUP 3.....	\$ 28.60	34.25
GROUP 4.....	\$ 27.80	34.25
GROUP 5.....	\$ 25.20	34.25

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Mechanic, Asphalt Plant, Asphalt Spreader, Auto Grader; Batch Plant, Benoto (requires 2 Engineers), Boiler and Throttle Valve, Boring Machine (road), Bulldozers (with engines of 140 net horse power or more) Caisson Rigs, Central Redi-mix Plant, Concrete Conveyor Systems, Concrete Power (over 27E cu. ft.), Concrete Paver (27E cu. ft. and under), Concrete Pumps/Grout concrete placer (Truck Mounted), Concrete Tower, Cranes and backhoes (all), Cranes, Hammerhead Tower, Creter Crane, Derricks (all), Forklift (capable of hoisting and mechanically moving forks horizontally), Grader, Elevating, Highlift Shovels or Front End Loaders (over 3 yd bucket), Hoists (2 or more drums), Locomotives (all), Laser screed, Motor Patrol, Pile Drivers and Skid Rig, Pre-Stress Machines, Pump Cretes & Similar Types, Rock Drill (Self-Propelled), Rock Drill (self propelled Truck Mounted), Scoops (tractor drawn), Slip-Form Paver, Tournapull, Tractor with Boom & Side Boom, Trenching Machine (12 or more inches in width), Combination Backhoe Front End Loader Machine with backhoe 1/2 yd bucket or attachments.

GROUP 2: Air Compressor (600 cu. ft. and over), Bob Cat (over 3/4 cu. yd.), Boilers, Broom (all powered propelled), Bull Dozers with engines of less than 140 net horsepower, combination backhoe front end loader 1/2 yf bskhhoe or under, Compressor and Throttle Valve, Concrete Breaker (truck mounted), Concrete Mixer (of moore than 21 cu. ft. capacity), Forklift (with fixed or tilt mast), Greaser Engineer, Highlift shovel or front endloader 3 yd bucket and under, Hoists (1 drum), Hydraulic Boom Truck, Post Hole Digger (vehicle mounted), Pump Cretes (squeeze crete type pumps, Gypsum, bulker , Rollers(all), Steam Generators, Stone Crushers, Stradddle Buggies, Tractors, Winch Trucks (with ""a"" frame.

GROUP 3: Buck Hoist, Combination (small equipment operator), .Conveyor (portable), Grouting Machine, Hoist Elevators (material and personnel), Hydraulic Power Units, Grouting and Pile Driving, Stud Welder, Trenching Machines less than 12 inches in width, Welding Machines (8 through 15).

GROUP 4: Bobcat (up to and including 3/4 cu. yd.). Compressor (over 210 cu. ft. and less than 600 cu. ft.), Generator (over 50 kw.), Heaters, Mechanical, Hoists (all elevator, permanent installation), Hoist (automatic), Hoist (tugger single drum), Oilers, Pumps, Well Points and electric submersible, Small Rubber Tired End Loaders (1/4 cu. yd. and under), Tractors (farm type) Welding Machines (2 through 8).

GROUP 5: Bobcats and forklifts (commercial or residential).

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ENG10150-014 05/01/2021

POWER EQUIPMENT OPERATOR HEAVY/HIGHWAY

LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES

Rates

Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 42.15	37.20
GROUP 2.....	\$ 41.70	37.20
GROUP 3.....	\$ 41.25	37.20
GROUP 4.....	\$ 40.05	37.20
GROUP 5.....	\$ 39.00	37.20

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plants (construction), Asphalt plant (permanent), Auto Patrol (Maintainer), Automatic Dry Batch Plant, Automated Concrete Placer, Automated Sub-Grader, Automated Slip Form Paver, Automated Finish Machine, Combination Backhoe Front, End Loader Machine (1/2 cu. yd.), Backhoe bucket or over or with attachments), Combination backhoe 1 cu yd, Backhoe bucket or over or with attachments, Ballast Regulator (RR), Belt Loader (stationary), Boring Machine (road), Bulldozer, Concrete Mixer (27 cu. ft. or over), Concrete Pump (truck mounted), Concrete Breaker (truck mounted and self-propelled), Core Drilling Machine, Cranes and Backhoes (all attachments), Cranes, Hammerhead, Cretor Crane, Crushers (concrete, rock, recycling, etc.), Derricks, Derricks (traveling), Dredge Operator, Formless Curb and Gutter Machine (36 inches and over), Formless Curb and Gutter Machine under 36 inches, Gradall and Machines (of a like nature), Guardrail Post Driver (truck mounted), Lead Greaser, Helicopter, Highlift Shovel (3 yd. and over), Hoist (1 drum), Hoist (2, and 3 drums), Hydraulic Power Units (grouting, piledriving and extracting) Hydro or water blaster (self-propelled), Locomotive Operators, Mechanic, Welder, Mucking Machine, Panelboard Concrete Plant (central mix type), Paver (Hetherington), Pile Driver (Skid or Crawler), Road Paving Mixer, Rock Drill Crawler or Skid Rig, Rock Drill (truck Mounted), Ross Carrier, Roto Mill Grinder (36" and over), Roto mill grinder (less than 36"), Throttle Valve and Compressor or Clever Brooks Type Combination, Throttle Valve and Fireman Combination or Horizontal or Upright Boiler, Tournapull or similar type equipment, Tractor (boom), Tractor Drawn Belt Loader with attached Pusher (requires two engineers), Trench Machine, Tug Boat Operator, Wheel Excavator, Winch Tractor with "a" frame, Scoops, Turnapull or similar types machine used in Tandem (add \$1.00 to class 1 hourly rate for each machine attached there to).

GROUP 2: Combination Backhoe Front End Loader Machine with less than 1/2 cu. yd., Backhoe Bucket or with attachments, Bituminous Mixer, Bituminous Paver, Bridge Deck Finisher, Concrete Mixer (less than 27 cu. ft.), Compressor and throttle valve, Compressor (common receiver 3), Greaser, Highlift Shovels (under 3 cu. yds.), Jersey Spreader or Base Paver, Pavement Bump Grinder (self-propelled), Roller (Asphalt, waterbound, Macadam, Bituminous Macadam, Brick Surface, Sheepfoot Roller (self-propelled with blade), Surface Heater and Planer, Tamper (multiple vibrating, asphalt waterbound macadam, bituminous macadam, brick surface), Tractor (push), Tractor with scoop, Widener, Apsco or similar type.

GROUP 3: Back Filler, Bituminous Distributor, Broom and Belt Machine, Bull Float, Compressor (common receiver 2), Concrete cutter wheel type (rockwell), Concrete Finishing Machine, Concrete Spreader (power driven), Digger, Post Hole (power driven), Finishing Machine and Bull Float, Forklift, Form Grader, Form Tamper (motor driven),

Hydraulic (boom truck) when used for hauling materials, Laser screed, Mutiple Tamping Machine, Paving Breaker, Roller (earth and subbase material), Roller sheepfoot (self-propelled), Sub-grader, Tamper, Mutipile Vibrating (earth and subbase material), Tractaire with Drill, Tractor (with all drawn attachments except backhoe and including Highlift, Endloader of 1 cu. yd. capacity and less.

GROUP 4: Air Compressors, Conveyor (all), Fireman on Boiler, Generator, Grout Machine, Power curing Spraying Machine (self-propelled), Broom (self-propelled), Seaman Tiller, Skid steer loaders, Spike Machine (RR), Stripping Machine (paint, self-propelled), Throttle Valve, Welding Machine, Well Points System.

GROUP 5: Deck Hand, Hetherington Driver, Mechanical Heater (1 to 5), Outboard or Inboard Motor Boat, Oiler, Power Saw (Concrete Power Driven), Water Pump, Grasscutter.

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IRON0292-001 06/01/2022

ST. JOSEPH and LAPORTE (Remainder of County) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.62	24.25

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IRON0395-001 06/01/2021

LAKE, PORTER AND LAPORTE (FROM LAKE MICHIGAN ON NORTH TO 50 MILES S. OF LAKE MICHIGAN ON THE S. AND FROM IN/IL STATE LINE ON W. TO 3 MILES E. OF IN. COUNTIES

	Rates	Fringes
IRONWORKER		
SHEETER.....	\$ 41.75	34.54
STRUCTURAL & ORNAMENTAL.....	\$ 41.75	34.54

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LAB00041-001 06/01/2020

BUILDING CONSTRUCTION

LAKE COUNTY (Western Half)

	Rates	Fringes
Laborers:		
CAISSON AND TUNNEL WORK		
(Compressed & Free Air).....	\$ 37.90	23.93
GROUP 1.....	\$ 36.40	23.93
GROUP 2.....	\$ 37.15	23.93
GROUP 3.....	\$ 37.40	23.93

LABORER CLASSIFICATIONS:

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Mason or Plasterers); Railroad Workers, Masonry Wall Workers, (interior & exterior); Portable Water, Pumps with discharge up to 3 indches; Handling of Creosote Lumber or Like Treated Material (excluding railroad material); Asphalt Rakers and Lutemen; Earth compactors; Jackmen and Sheetmen Working Ditches

Deeper than Six (6) Feet in Depth; Laborers Working Ditches Six (6) Feet in Depth or Deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layers (metallic or non-metallic); Motor Driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handler (bulk or bag); Handling of Toxic Materail Damaging to Clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operators; Concrete Saw; Concrete Conveyor Assemblers; Applying of Curing Compound; Sinking of Wellpoints; Dewatering Header Systems

GROUP 2: Plaster Tenders, Masons Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle Laborers; Cement Gun Operators; Scaffold Builders for Plasterers; Scaffold Builders for Masons; Water Blast Machine Operators; Air Tool Operators and all Pneumatic Tool Operators, Air and Electric Vibrators and Chpping Hammer Operators; Asbestos Removal; Hazardous Waste Removal; All Boiler Setters Laborers, including expediters, bottom men, bell men, and Mason Tenders

GROUP 3: Dynamite Men; Drillers, Air Track or Wagon Drilling for explosives.

#### CAISSON AND TUNNEL WORK (Compressed & Free Air)

GROUP 1: Cage Tenders, Dump Men, Flagman, Signalman, Top Laborers, Rod Men, Concrete Repairmen, Motor Men, Muckers, Grout Machine, Track Layers, Air Hoist, Key Board, Agitator Car, Car Pushers, Concrete Laborers, Grout Laborers, Sttl Setters, Tuggers, Switchmen, Mucking Machine, Laser Beam, Liner Plate & Ring Setter, Shield Drivers, Power Knife, Burners, Pipe Jacking Machine, Skinners, Maintenance Technician, Miner, Bricklayer Tenders, Concrete Blowers, Drillers, Erectors, Form Men, Jackhammermen, Mining Machine, Dynamite Men, Drillers-air track or wagon drilling for explosives.

Premium for all employees working in compressed air shall be as follows:

0 - 15 lbs.	\$1.00 per hour
16 - 20 lbs.	1.50 per hour
21 - 26 lbs.	2.00 per hour
27 - 33 lbs.	3.00 per hour
34 & over	4.00 per hour

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LAB00041-004 04/01/2022

#### UTILITY CONSTRUCTION

#### LAKE COUNTY

	Rates	Fringes
LABORERS		
Group 1.....	\$ 31.74	23.63
Group 2.....	\$ 32.04	23.63
Group 3.....	\$ 32.74	23.63

#### LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer, Carpenter Tender, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Rod or Mat Installer, Wire Mesh Layer, Joint Man (Mortar, Mastic, and all other types), Lighting Installer (Permanent or Temporary), Lineman for Automatic Grade Maker on Paving Machines, Mortar Man, Multi-Plant Erector, Rip-rap Installer (all Products and Materials), Road Marking and Delineation Laborer, Setting and Placing of all Precast Concrete Products, Sing Installation including supporting structure, Spraying of all Epoxy, Curing Compound, or Like Material, Flagperson, Air Tool, Power Tool Operator, Asphalt Raker Man, Batch Truck Dumper, Bridge Hand Rail ERector, Handler (bulk or bag cement), Chain Saw Man, Concrete Puddler, Concrete Rubber, Concrete Saw Operator, Core Drill Operator, Eye Level, Hand Blade Operator Hydro Seeder Man, Motor Driven Georgia Buggy Operator, Power Driven Compactor or Taper Operator, Power Saw Operator, Pump Crete Assembly Man, Sreed Man or Screw Man on Asphalt Paver, Regar Installer, Sandblaster Man, Sealer Applicator for Asphalt (toxic), Setting and Placing pre-stressed on Pre-cast Concrete Structural Members, Side Rail Setters (for Sidewalk, Side Ditches, Radii, and Pavement), Spreader Box Tender (manua or power driven), Straw Blower Man, Subsureface Drain and Culvert Pipe Layer, Concrete Conveyor, Horizontal Boring and Jackman and Sheetman, Pipe Greade Man, Winch and Windless Operator Conduit Installer, Sod Layer

GROUP 2: Cutting Torch Burner, Laser Beam Aligner, Manhole Erector, Sewer Pipe Layer, Water Line Installer, Temporary or Permanent Welders (electric or Oxy Acetylene)

GROUP 3: Air Track and Wagon Drillman, Dynamite and Powder Man, Concrete Barrier Rail Form Setter, Concrete Saw Joint Control Cutting

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LAB00081-001 04/01/2022

HEAVY and HIGHWAY CONSTRUCTION:

LAKE, LA PORTE, and PORTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 31.74	23.63
GROUP 2.....	\$ 32.04	23.63
GROUP 3.....	\$ 32.74	23.63

LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY)

GROUP 1: Construction Laborer; Carpenter Tender; Fence Erector; Grade Checker; Guard Rail Erector; Continuous Steel Rod or Mat Installer; Wire Mesh Layer; Joint Man (Mortar, Mastic, and all other types); Lighting Installer (Permanent or Temporary); Lineman for Automatic Grade Maker on Paving Machines; Mortar Man; Multi-Plant Erector; Rip-rap Installer (all Products and Materials); Road Marking and Delineation Laborer; Setting and Placeing of all Precast Concrete Products; Sing Installation including Supporting Structure; Spraying of all Epoxy, Curing Compound, or Like Material; Flagperson; Air Tool, Power Tool Operator; Asphalt Raker Man; Batch Truck Dumper;



Bridge Hand Rail Erector; Handler (bulk or bag cement); Chain Saw Man; Concrete Puddler; Concrete Rubber; Concrete Saw Operator; Core Drill Operator, Eye Level; Hand Blade Operator Hydro Seeder Man; Motor Driven Georgia Buggy Operator; Power Driven Compactor or Tamper Operator; Power Saw Operator; Pump Crete Assembly Man; Screed Man or Screw Man on Asphalt Paver; Rebar Installer; Sandblaster Man; Sealer Applicator for Asphalt (toxic); Setting and Placeing Prestressed on Precast Concrete Structural Members; Side Rail Setters (for Sidewalk, Side Ditches, Radii, and Pavement); Spreader Box Tender (manual or power driven); Straw Blower Man; Subsurface Drain and Culvert Pipe Layer; Concrete Conveyor; Horizonial Boring and Jackman and Sheetman; Pipe Grade Man; Winch and Windlass Operator Conduit Installer, Sod Layer.

GROUP 2: Cutting Torch Burner: Laser Beam Aligner; Manhole Erector; Sewer Pipe Layer; Water Line Installer, Temporary or Permanent; Welders (electric or Oxy-Acetylene).

GROUP 3: Air Track and Wagon Drillman; Dynamite and Powder Man; Concrete Barrier Rail Form Setter; General Laborer; concrete saw, joint control cutting

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LAB00081-002 04/01/2022

#### UTILITY CONSTRUCTION

#### LA PORTE & PORTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 31.74	23.63
GROUP 2.....	\$ 32.04	23.63
GROUP 3.....	\$ 32.74	23.63

#### LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural memebbers; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete

conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Control cutting

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LAB00081-004 06/01/2022

LAKE (Eastern Half), LA PORTE, and PORTER COUNTIES

	Rates	Fringes
Laborers		
GROUP 1.....	\$ 37.34	26.03
GROUP 2.....	\$ 38.09	26.03
GROUP 3.....	\$ 38.34	26.03

#### LABORER CLASSIFICATIONS (Building Construction)

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Mason or Plasterers); Mechanic Tenders; Rodmen and Chainmen, Railroad Workers, Masonry Wall Workers, (interior & exterior); Roofer Tenders, Cement Finisher Tenders, Carpenter Tenders, Portable Water, Pumps with discharge up to 3 inches; Waterproofing; Hauling of Creosote Lumber or Lutemen; Asphalt Rakers; Kettlem, Earth Compactors; Jackman and Sheetmen in Ditches more than 6 ft. deep; Laborers in ditches 6' deep or deeper; Assembly of Uncrete Pump; Tile Layers (sewer or field); Sewer Pipe Layers; Motor driven Wheelbarrows and Concrete Buggies; Hyster Operator; Pump Crete Assemblers; Core Drill Operator; Cement, Line or Silica Clay Handers; Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operator; Water Main and Cable Ducking; Screed Man or Screw Operator on Asphalt Paver; Chain Saw and Demolition Saw Operator; Concrete Conveyor Assembler

GROUP 2: Plaster Tenders, Masons Tenders; Mortar Mixers; Welders (acetylene or electric); Cutting Torch or Burner; Cement Nozzle; Cement Gun; Scaffold Builders when working for Plasterers, and Mason; Water Blast Machine Operator; Air Tool Operators and all Pheumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Asbestos Removal; Hazardous Waste Removal

GROUP 3: Dynamite Men; Drillers, Air Track or Wagon Drilling for explosives; Laborer Specialist

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LAB00645-001 06/01/2022

BUILDING CONSTRUCTION

ST JOSEPH COUNTY

	Rates	Fringes
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## Laborers:

GROUP 1.....	\$ 25.73	17.15
GROUP 2.....	\$ 26.48	17.15
GROUP 3.....	\$ 26.73	17.15

## BUILDING CONSTRUCTION

GROUP 1: Building and Construction Laborers; Scaffold Builders (other than for Plasterers); Mechanic Tenders; Window Washers and cleaners; Waterboys and Toolhousemen; Roofers Tenders; Railroad Workers; Masonry Wall Washers (interior and exterior); Cement Finisher Tenders; Carpenter Tenders; All Portable Water pumps with discharge up to (3) inches; Plaster Tenders; Mason Tenders; Flag & Signal Person.

GROUP 2: Waterproofing; Handling of Creosot Lumber or like treated material (excluding railroad material); Asphalt Rakers and Lutemen; Kettlemen; Air Tool Operators and all Pneumatic Tool Operators; Air and Electric Vibrators and Chipping Hammer Operators; Earth Compactors Jackmen and Sheetmen working Ditches deeper than (6) ft.in depth; Laborers working in ditches (6) ft.in depth or deeper; Assembly of Unicrete Pump; Tile Layers (sewer or field) and Sewer Pipe Layer (metallic or non-metallic); Motor driven Wheelbarrows and Concrete Buggies; Hyster Operators; Pump Crete Assemblers; Core Drill Operators; Cement, Lime or Silica Clay Handlers (bulk or bag); Handling of Toxic Materials damaging to clothing; Pneumatic Spikers; Deck Engine and Winch Operators; Water Main and Cable Ducking (metallic and non-metallic); Screed Man or Screw Operator on Asphalt Paver; Chain and Demolition Saw Operators; Concrete Conveyor Assemblers.

GROUP 3: Water Blast Machine Operator; Mortar Mixers; Welders (Acetylene or electric); Cutting Torch or Burner; Cement Nozzle. Laborers; Cement Gun Operator; Scaffold Builders when Working for Plasterers. Dynamite Men; Drillers - Air Track or Wagon Drilling for explosives Hazardous and Toxic material handler, asbestos removal or handler.

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LAB00645-002 04/01/2022

## UTILITY CONSTRUCTION

## ST JOSEPH COUNTY

	Rates	Fringes
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## Laborers:

GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

## LABORER CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plateerector; Rip-rap

installer (all products and materials); Road markin and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven cmpactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man or asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; winch and windlass operator.

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or exy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines.

GROUP 3: Air track and wage drillman; Concrete barrier rail form setter; Dynamite and powder man; General leadman; Concrete Saw Joint Cutting.

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LAB00645-004 04/01/2022

HEAVY AND HIGHWAY

ST. JOSEPH COUNTY

	Rates	Fringes
LABORERS		
GROUP 1.....	\$ 27.40	17.22
GROUP 2.....	\$ 27.90	17.22
GROUP 3.....	\$ 28.40	17.22

LABORER CLASSIFICATIONS (HEAVY AND HIGHWAY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plateerector; Rip-rap installer (all products and materials); Road markin and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven cmpactor or tamper

operator; Power saw operator; Pumpcrete assembly man;  
 Screed man or screw man or asphalt paver; Rebar installer;  
 Sandblaster man; Sealer applicator for asphalt (toxic);  
 Setting and placing prestressed or precast concrete  
 structural members; Side rail setter (for sidewalks, side  
 ditches, radii, and pavements); Spreader box tender (manual  
 or power-driven); Straw blower man; Subsurface drain and  
 culvert pipe layer; Concrete conveyor assembly man;  
 Horizontal boring and jacking man; Jackman and sheetman;  
 Pipe grade man; winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole  
 erector; Sewer pipe layer; Water line installer, temporary  
 or permanent; Welder (electric or oxy-acetylene) in  
 connection with waterline and sewer work, Hod Carrier  
 (tending bricklayers); TVing and associated grouting of  
 utility lines.

GROUP 3: Air track and wage drillman; Concrete barrier rail  
 form setter; Dynamite and powder man; General leadman;  
 Concrete Saw Joint Cutting

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 PAIN0027-004 06/01/2021

LAKE COUNTY, West of Highway #41, including HAMMOND area

	Rates	Fringes
GLAZIER.....	\$ 47.73	39.84

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 PAIN0091-004 06/01/2022

LA PORTE (Everything East of Hwy 39 and North of Hwy 20,  
 including the Cities of LaPorte and Michigan City); ST. JOSEPH  
 COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller, Drywall		
Taping & Finishing,		
Vinyl/Paper Hanging.....	\$ 28.75	16.36
Spray.....	\$ 29.25	17.00

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 PAIN0460-003 06/01/2022

PORTER, LAKE and the remainder of LA PORTE COUNTY)

	Rates	Fringes
Painters:		
DRYWALL FINISHING.....	\$ 37.98	27.68
PAINTER.....	\$ 37.10	27.68

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 PAIN1165-005 07/01/2022

LAKE (EAST OF HIGHWAY #41 EXCLUDING HAMMOND AREA), LAPORTE and  
 PORTER COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 39.38	26.90

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 PAIN1165-009 07/01/2021

ST. JOSEPH COUNTY

	Rates	Fringes
GLAZIER.....	\$ 29.81	18.48

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 PLAS0101-006 06/01/2018

HEAVY/HIGHWAY

ST. JOSEPH COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.50	14.30

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 PLAS0101-007 06/01/2018

BUILDING CONSTRUCTION

ST. JOSEPH COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.84	14.48
PLASTERER.....	\$ 26.81	12.40

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 PLAS0165-001 07/01/2018

LAKE COUNTY (EXCEPT BY THE NORTHEAST SECTION LYING NORTH OF  
 CROWN POINT AND EAST OF GRIFFITH)

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
BUILDING CONSTRUCTION.....	\$ 37.28	18.53
HEAVY & HIGHWAY		
CONSTRUCTION.....	\$ 33.94	13.80
PLASTERER.....	\$ 32.70	17.70

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 PLAS0406-001 07/01/2018

LAKE COUNTY (NORTHWARD ON LAKE COUNTY LINE TO AND INCLUDING THE  
 CITY OF MERRILLVILLE, BUT NOT THE CITY LIMITS OF CROWN POINT)  
 and PORTER COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
BUILDING CONSTRUCTION.....	\$ 35.48	21.68
HEAVY & HIGHWAY		
CONSTRUCTION.....	\$ 32.00	15.74
PLASTERER.....	\$ 33.28	17.32

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 PLAS0438-001 06/01/2018

LAPORTE COUNTY, EASTERN PORTION OF PORTER COUNTY WEST TO BUT  
 NOT INCLUDING CHESTERTON IN THE NORTH AND WEST TO AND INCLUDING  
 KOUTS IN THE SOUTH

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER  
BUILDING CONSTRUCTION

Cement Mason.....	\$ 36.01	25.40
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HEAVY & HIGHWAY

CONSTRUCTION

Cement Mason.....	\$ 30.89	17.34
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PLUM0172-006 06/01/2022

LA PORTE COUNTY (CITY OF LAPORTE) and ST. JOSEPH COUNTIES

	Rates	Fringes
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Plumber, Pipefitter,

Steamfitter.....	\$ 38.54	21.79
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PLUM0210-001 09/01/2022

LAKE, LAPORTE (Excluding the City of LaPorte) and PORTER  
COUNTIES

	Rates	Fringes
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PLUMBER.....	\$ 44.42	26.06
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PLUM0597-003 06/01/2018

LAKE (Entire County), LA PORTE (Excluding the city of La  
Porte), PORTER (Entire County)

	Rates	Fringes
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PIPEFITTER.....	\$ 48.50	31.12
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ROOF0023-006 06/01/2021

LA PORTE and ST. JOSEPH COUNTIES

	Rates	Fringes
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ROOFER

COMPOSITION.....	\$ 30.50	19.03
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SLATE & TILE.....	\$ 32.00	19.03
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ROOF0026-003 06/01/2022

LAKE AND PORTER COUNTIES

	Rates	Fringes
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ROOFER.....	\$ 40.79	24.47
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SFIN0281-001 01/01/2018

PORTER COUNTY (North of U.S. Route 30)

	Rates	Fringes
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Sprinkler Fitters.....	\$ 48.10	27.05
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SFIN0669-002 04/01/2022

	Rates	Fringes
SPRINKLER FITTER.....	\$ 41.40	23.75
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SHEE0020-013 07/01/2020		

ST. JOSEPH COUNTY

	Rates	Fringes
Sheet metal worker.....	\$ 33.67	27.11
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* SHEE0020-015 07/01/2022		

LAKE, LAPORTE, and PORTER COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 45.55	28.75
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TEAM0135-004 04/01/2021		

LA PORTE COUNTY

	Rates	Fringes
TRUCK DRIVER (BUILDING CONSTRUCTION ONLY)		
GROUP 1.....	\$ 30.40	.37+A
GROUP 2.....	\$ 30.90	.37+A
GROUP 3.....	\$ 31.10	.37+A
GROUP 4.....	\$ 31.25	.37+A
GROUP 5.....	\$ 31.75	.37+A

A: \$37.90 PER DAY &amp; 460.00 PER WEEK.

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single Axle Trucks, seven (7) cu. yds. or less than ten and one-half (10 1/2) tons, dumpsters, scoop-mobiles five (5) cu.yds. and under or less than seven and one-half (7 1/2) tons, mixer trucks three (3) cu.yds. and under, air compressors and welding machines, including those pulled by separate units, batch trucks-wet or dry- 2""34-E"" batches or less, truck driver helpers, warehousemen, mechanic's helpers, greasers and tiremen, all pick-up trucks and other vehicles. Drivers on dumpsters or similar dumpsters, mounted on four (4) wheel truck rated two (2) cu.yds. or less, and small pallet type fork-lift operator and drivers on pallet jacks or similar type equipment.

GROUP 2: Drivers on tandem axle eighteen (18) cu.yds. or twenty- four (24) tons gross, six (6) wheel trucks, Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, trouanatrailers, tournarockers, or similar equipment when used for transportation purposes under nine (9) cu.yds. or less than thirteen and one-half (13 1/2) tons, tandems and semi-trailer service trucks, mixer trucks over three (3) cu.yds. and including six and one-half (6 1/2) cu.yds., fork lift, four (4) wheel A-frame trucks when used for transportation purposes, four (4) wheel winch trucks, pavement breakers, batch trucks-wet or dry- over 2 up to and including 4-""34-E"" batches two (2)



men oil distributors, fork-lift under four (4) ton and vacuum trucks.

GROUP 3: Koehring or similar dumpsters, tract trucks, semi-trailer water trucks, Euclids, hug bottom dumps, tournapulls, tournatrailers, tournarockers, tractor trailers, tandems, Q- frame winch trucks, hydrolift trucks or similar equipment when used for transportation purposes, mixer trucks over six and one-half (6 1/2) cu.yds, batch trucks wet or dry over 4 - "34-E" batches single equipment operated by employees withing this Bargaining unit. Six (6) wheel pole trailers and one (1) man oil distributors, fork-lift over four (4) ton and mobile mixers.

GROUP 4: Drivers on heavy equipment over sixteen (16) cu.yds. or twenty-four (24) ton, such as Koehring or similar dumpsters, tract trucks, Euclids, hug bottom dumps, tournapulls, tournarockers or similar equipment when used for transportation purposes, pole trailers over six (6) wheels, water pulls, low-boy trailers tandem axles, quad axle or more no-weight limitation, diesel and/or heavy equipment mechanics.

GROUP 5: Mechanic furnishing his own tools.

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	Rates	Fringes
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TRUCK DRIVER (HEAVY AND  
HIGHWAY CONSTRUCTION (LaPorte  
& St. Joseph Counties))

GROUP 1.....	\$ 31.16	17.27
GROUP 2.....	\$ 31.21	17.27
GROUP 3.....	\$ 31.26	17.27
GROUP 4.....	\$ 31.31	17.27
GROUP 5.....	\$ 31.36	17.27
GROUP 6.....	\$ 31.26	17.27
GROUP 7.....	\$ 31.46	17.27
GROUP 8.....	\$ 31.46	17.27
GROUP 9.....	\$ 31.56	17.27
GROUP10.....	\$ 31.01	17.27
GROUP11.....	\$ 31.56	17.27
GROUP12.....	\$ 31.66	17.27

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single/batches axle straight trucks; Batch trucks, wet or dry 3 (34E) axle or less; Single axle Grease and maintenance truck

GROUP 2: Single axle fuel and water trucks

GROUP 3: Single axle "dog-legs", and tandem truck or dog-legs; Winch trucks or A-frames when used for transportation purposes; Drivers on batch trucks, wet or dry over 3 (34E) batches and tandem axle grease and maintenance truck

GROUP 4: Tandem axle fuel trucks; tandem axle water trucks; butuminous distributors (two-man)

GROUP 5: Tandem trucks over 15 tons payload; Single axle semi trucks; Farm tractors hauling material; Mixer trucks (all types); Trucks pulling tilt-top trailer single axle; Single

axle low- boys; Truck-mounted pavement breakers

GROUP 6: Tandem trucks or ""dog-legs""; Semi-water Truck; Sprinkler Truck; Heavy equipment-type water wagons, 5,000 gallons and under; butuminous distributors (one-man)

GROUP 7: Tri-axle trucks; Tandem axle semi trucks; Equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, tournatrailers, tournarockers, Acey wagons or for similar equipment (12 cu yds or less); Mobile mixer truck; Tandem Axle trucks pulling tilt-top trailer; Tandem - Axle lowboy; Tri- Axle batch Truck; Tri-Axle grease and maintenance truck

GROUP 8: Tandem-tandem semi trucks; Truck mechanics and welders; Heavy equipment-type water wagon over 5,000 gallons; Tri-Axle Trucks pulling tilt-top trailer; Low-boys, tandem-tandem axle

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as koehring or similar dumpsters, Track Trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Acey wagons or for similar equipment (over 12 cu yds.)

GROUP 10: Pick-up trucks

GROUP 11: Helpers; Greasers; Tire men; Batch board tenders; Warehouseman

GROUP 12: Acey wagon (over 3 buckets); Quad Axle Trucks; Articulating Dump

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	Rates	Fringes
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TRUCK DRIVER (BUILDING, HEAVY  
AND HIGHWAY CONSTRUCTION  
(INCLUDING ASPHALT PAVING  
WORK))

LAKE AND PORTER COUNTIES

GROUP 1.....	\$ 33.29	29.38
GROUP 2.....	\$ 33.49	29.38
GROUP 3.....	\$ 33.69	29.38
GROUP 4.....	\$ 33.89	29.38
GROUP 5.....	\$ 34.24	29.38
GROUP 6.....	\$ 35.89	29.38

BUILDING, HEAVY & HIGHWAY AND ASPHALT PAVING  
LAKE AND PORTER COUNTIES

GROUP 1: 2 and 3 Axle  
GROUP 2: 4 Axle  
GROUP 3: 5 Axle  
GROUP 4: 6 Axle  
GROUP 5: Over 6 Axles  
GROUP 6: Articulated Dumps

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	Rates	Fringes
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## TRUCK DRIVER

BUILDING CONSTRUCTION (St.  
Joseph County)

GROUP 1.....	\$ 28.95	a+b
GROUP 2.....	\$ 29.15	a+b
GROUP 3.....	\$ 29.35	a+b
GROUP 4.....	\$ 29.75	a+b

## FOOTNOTE:

a. FRINGE BENEFITS: \$422.50 per week

b. HOLIDAYS: New Year's Day, Memorial Day, Fourth of July,  
Labor Day, Thanksgiving Day and Christmas Day.

## TRUCK DRIVERS BUILDING CLASSIFICATIONS

- GROUP 1: Pickup Trucks  
 GROUP 2: Single Axle Trucks  
 GROUP 3: Tandem, Triaxle and Fuel Trucks  
 GROUP 4: Semi Trailer Trucks

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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## SECTION 01 10 00

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06/15

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-- End of Section Table of Contents --

## SECTION 01 10 00

06/15

## GENERAL PROVISIONS

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1

(2014) Safety and Health Requirements  
Manual

## 1.2 CERTIFICATES OF COMPLIANCE

Any certificates required for demonstrating proof of compliance of materials with specification requirements must be executed in two copies. Each certificate must be signed by an official authorized to certify on behalf of the manufacturing company and must contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates must contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet specific requirements.

## 1.3 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings and specifications furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise designs, drawings and specifications.

Neither the Government's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause or action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligence in connection with designs, drawings and specifications, furnished under this contract.

The rights and remedies of the Government provided for under the contract are in addition to any other rights and remedies provided by law.

## 1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation;

submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following must be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

#### SD-01 Preconstruction Submittals

##### Construction Schedule; G, CS, AE

In addition to CS, field representative, other parties who will be reviewing the Construction Schedule will be DC, Civil Engineering Design Branch.

##### Condition of Existing Structures; G, CS

##### Coordination with Others; G, CS, AE

##### Drug Free Workplace

##### List of E-Verified/Eligible Candidates; G, GSE

#### SD-06 Test Reports

##### Construction Progress Photographs; G, CS, AE

##### Progress Meeting Minutes; G, CS, AE

#### SD-11 Closeout Submittals

##### Construction Complete Photographs; G, CS, AE

### 1.5 DRUG FREE WORKPLACE

Refer to FAR CLAUSE 52.223-6 entitled DRUG FREE WORKPLACE. Submit within 45 calendar days of Contractor's receipt of the "Development and Submission of Initial Project Submittals".

### 1.6 REAL ESTATE

All required right-of-way to do the work is available to the Contractor, and is included on the contract drawings. In the event the Contractor requires any additional access roads and storage areas, obtain such areas at his own expense. Furnish to the Contracting Officer copies of all legal documents or leases permitting his use of private or other properties other than included in the contract.

### 1.7 CONSTRUCTION SCHEDULE

An initial baseline Construction Schedule Construction Schedule shall be submitted within 14 calendar days of Notice to Proceed. This schedule shall use the date of Notice to Proceed as the start date and shall show the work completed on the Contract Required Completion Date. The Contractor shall be required to (a) commence work under this contract within 14 calendar days following the Contractor's acknowledgement of the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 90 calendar days following the Contractor's acknowledgement of the notice to proceed. The time stated for completion shall include final cleanup of the premises. At a minimum, the



schedule shall include the following items:

- a. Submittal, Government review, and approval of preconstruction submittals, including the Contractor Quality Control Plan, the Accident Prevention Plan, the Environmental Protection Plan, and other major work plan and materials submittals;
- b. Procurement of any long lead-time equipment or materials, if any;
- c. Mobilization;
- d. The sequencing of each major on-site work activity from preparatory work through completion of the field work;
- e. Pre-final inspection, correction of punch list items, and final inspection;
- f. Demobilization; and
- g. Preparation, submittal, and Government review and approval of as-built drawings and closeout submittals.

In addition to the initial baseline schedule, electronic and hard copies of an updated Construction Schedule Submittal shall be included with each payment estimate/request for payment. These schedule updates shall compare the initial baseline schedule to an updated schedule showing the actual work progress to date and a projection of the work schedule for the remainder of the Contract.

All schedule submittals shall include a tabulated earnings projection, in a format acceptable to the COR, that lists the estimated earnings for each month of the Contract duration.

#### 1.8 CONSTRUCTION PROGRESS PHOTOGRAPHS

Provide photographs documenting the work progress during construction.

Monthly photography must be performed between the first and fifth of each month during construction.

Submit photographs to the Contracting Officer no later than the tenth of each month the photographs are taken.

##### 1.8.1 Photographic Documentation

Provide a minimum of six views from varying positions to document the monthly work accomplished. Additional views and positions may be required by the Contracting Officer to document the monthly work progress. Any additional photographs required must be done at no additional cost to the Government.

##### 1.8.1.1 Digital Photographic Media

Photographs must be a minimum of four megapixels in JPEG format and submitted on CD-ROM or DVD. Submit two copies of all disks. All disks must be labeled accordingly:

- a. Contract Title,

- b. Contract Number, and
- c. Photography Date.
- d. File name shall include date, location, and brief description.

#### 1.8.2 Construction Complete Photographs

Pursuant to the final inspection by the Contracting Officer, submit photographs documenting the final conditions at the completion of the contract.

Submit photographs in the same quantity, media and labeling as the construction progress photographs.

Submit construction complete photographs within ten business days after final inspection by the Contracting Officer.

#### 1.8.3 Payment and Acceptance

No separate payment will be made for providing approved progress and completion photographs required under this contract. All costs in connection therewith shall be considered a subsidiary obligation of the Contractor.

The progress photographs and the final conditions photographs will be jointly reviewed for accuracy and completeness by the COR and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the progress photographs as specified, the COR must deduct from the monthly progress payment an amount representing the estimated cost of the progress photographs.

#### 1.9 PAYMENTS

At least 20 calendar days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

#### 1.10 INSPECTION

The presence or absence of a Quality Assurance representative shall not

relieve the Contractor of responsibility for the proper execution of work in accordance with the plans and specifications.

#### 1.11 CONDITION OF EXISTING STRUCTURES

Prior to commencement of operations by the Contractor at the site, a detailed survey will be made of all existing structures that may be affected by the Contractor's operations. The survey will be conducted in coordination with local interests, Contractor, Corps of Engineers Representative, and private parties concerned and will be sufficient in scope to provide advance agreement among all concerned as to the condition of the existing structures. Participate in pre-construction surveys of existing structures as deemed necessary to permit determination and accurate assessment of any subsequent damage to existing structures that may be incurred during the period of the contract.

#### 1.12 PRESERVATION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES

If, during construction activities, the Contractor observes items that might have historical or archaeological value, such observations must be reported immediately to the COR so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. Cease all activities that may result in the destruction of these resources and prevent employees from trespassing on, removing, or otherwise damaging such resources.

#### 1.13 MINIMUM AMOUNT OF INSURANCE REQUIRED

In accordance with FAR CLAUSE entitled INSURANCE - WORK IN A GOVERNMENT INSTALLATION, the following minimum insurance coverages and limits are required. The term "Installation" referred to in this clause is deemed to mean Corps of Engineers project site or Federal property.

a. Evidence of the following minimum insurance coverages and limits, with concurrent policy expiration dates, must be received by the Department of the Army, Corps of Engineers before the Contractor can begin work. This evidence must be on a fully-completed, signed and dated ACORD Certificate of Insurance. In addition, policy endorsements must be issued by or in behalf of the insuring company or companies naming the Department of the Army, Corps of Engineers, City of Lake Station as Additional Interest Insured regarding the work. The endorsements must also provide that the Department of the Army, Corps of Engineers receive direct written notice at least 30 calendar days before the effective date of any material changes to, any cancellation of, or any non-renewal of these coverages during the time period of the Contractor's work. These endorsements must also be received by the Department of the Army, Corps of Engineers before the Contractor can begin work.

b. Should the coverages expire or be terminated during the time period of the Contractor's work, the Department of the Army, Corps of Engineers must receive an ACORD Certificate of Insurance as evidence of renewal or replacement insurance coverage and the supporting policy endorsements as specified above. The required evidence of renewal replacement insurance must be received by either the Contracting Officer or Contracting Officer's Representative at least 10 calendar days before the coverage expires or is being terminated.

c. All insuring companies must be rated A- or Excellent or better, by A.M. Best Company, an independent insurance rating service. The ACORD Certificate must list the A.M. Best Company insurance company code of listed insurance companies being offered.

Comprehensive General Liability (Occurrence policy form only)	
General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Each Occurrence	\$1,000,000
Fire Damage Legal Liability	\$ 50,000

Comprehensive Automobile Liability (Including Hired Automobile Liability and Non-Owned Automobile Liability)	
Combined Single Limit	\$1,000,000

Employers' Liability	
Each Occurrence	\$ 500,000
Policy Limit	\$ 500,000
Each Employee	\$ 500,000

Workers Compensation  
(As required by state law or Federal law)

Umbrella Liability (Occurrence policy form only)	
Each Occurrence and Aggregate	\$5,000,000

#### 1.14 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This clause specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "DEFAULT (FIXED PRICE CONSTRUCTION)". In order for the Contracting Officer to award a time extension under this clause, the weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

#### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY BUSINESS DAYS BASED ON A FIVE DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
21	19	15	7	4	3	3	3	2	6	13	20

Upon acknowledgement of Notice to Proceed (NTP) and continuing throughout the contract, record on the daily Contractor Quality Control report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled business day.

The number of actual adverse weather delay days must include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delays exceeds the number of days anticipated in paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather business days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

#### 1.15 PERMITS AND RESPONSIBILITIES

Obtain all permits/licenses required for this project as required under CONTRACT CLAUSES paragraph entitled "PERMITS AND RESPONSIBILITIES".

Work performed in the right-of-way of state owned roads must comply with the Indiana Department of Transportation (INDOT) permit included at the end of this specification section.

#### 1.16 COORDINATION WITH OTHERS

Schedule and coordinate operations affecting other Contractors, Government hired labor forces, utilities, and/or property within the work limits. Schedule with lead time sufficient for coordination of all involved parties as necessary for timely completion of each contract feature. As evidence of this compliance with this General Provision, furnish the COR with a copy of each coordinated schedule prior to commencing operations affecting such other Contractors, utilities, and/or property.

#### POC CONTACT INFORMATION

LINE 1: Mr. Brian Smolar  
LINE 2: Project Manager  
LINE 3: Independence Hill Conservancy District (IHCD)  
LINE 4: 8015 Taft Place  
LINE 5: Merrillville, IN 46410  
LINE 6: Phone: 219-712-8062  
LINE 7: FAX: 219-769-6237  
LINE 8: Email Address: bsmolar@ihcd-in.com

#### 1.17 SPECIAL SAFETY REQUIREMENTS

Comply with all applicable Federal, state and local safety requirements including, but not limited to, those provided in [EM 385-1-1](#).

#### 1.18 ONE CALL SYSTEMS FOR EXCAVATORS

One call systems, established by law, are operated by owners of underground facilities for excavators. Upon notification by an excavator through a one call system, all participating operators of underground facilities in a covered area will identify and locate their facilities. One call systems will be identified by contacting the following:

**INDIANA**  
INDIANA UTILITY CHECK

1-800-382-5544

## 1.19 ELECTRICAL POWER LINES

Study the construction plans and site and know in detail all locations of power lines within the rights of way. Prior to performing any construction operation adjacent to power lines, appropriate danger signs must be provided where any equipment scheduled for use on the site is capable of contacting such lines. Confirm the location of underground lines, contact the appropriate council listed in paragraph ONE CALL SYSTEMS FOR EXCAVATORS. Aerial power lines must either be shut off and a positive means taken to prevent the lines from being energized, or clearances required by EM 385-1-1, Safety and Health Requirements Manual, must be maintained. Work must not proceed into dangerous areas without an additional workman being assigned the crew to watch the movements of other personnel and equipment to assure that designated clearances are maintained.

## 1.20 BORROW/DISPOSAL SITES AND QUARRIES

This paragraph, Borrow/Disposal Sites and Quarries, applies only to the ability of the Contractor to utilize a particular borrow/disposal site or quarry, and does not address the use of materials from that site or quarry. Nothing in this paragraph, Borrow/Disposal, shall relieve the Contractor of complying with the specific testing requirements for material taken from any borrow/disposal sites or quarries as set forth in the technical provisions of this Contract.

a. Definitions. For purposes of this general provision, the following definitions apply:

(1) Government-Suggested borrow/disposal site or quarry means a site or quarry suggested by the Government for use by the Contractor concerning which all applicable Federal, state and local environmental statutory and regulatory requirements may or may not have been satisfied.

(2) Commercial/existing borrow/disposal site or quarry means a site or quarry which is either in the business of providing borrow material or has been used as a disposal site for other purposes and is available for use; and concerning which all applicable Federal, state and local environmental statutory and regulatory requirements have been satisfied.

(3) Contractor-chosen borrow/disposal site or quarry means a site or quarry chosen by the Contractor for use concerning which none or not all of the applicable Federal, state and local environmental statutory and regulatory requirements have been satisfied.

b. If a borrow/disposal site or quarry is identified in the contract specifications as Government-Suggested, it is the responsibility of the Contractor to ascertain whether or not all Federal, state and local environmental statutory and regulatory requirements have been satisfied. If any of such requirements have not been satisfied, the Contractor is required to follow the procedures set forth in paragraph d(4) below. Use of such a site or quarry must be approved by the Contracting Officer.

c. If the Contractor chooses a commercial/existing borrow/disposal site or quarry, the Contractor is not required to ensure that all applicable Federal, state and local environmental statutory and regulatory requirements have been satisfied, but is required to provide to the Government either, as a minimum, a letter from the owner/operator of the commercial/existing borrow/disposal site or quarry certifying that all environmental and operating permits have been acquired, or actual copies of all such environmental and operating permits. Use of such a site or quarry must be approved by the Contracting Officer. Adhere to all rules, regulations and business practices required by the owner/operator.

d. If a Contractor decides to use a Contractor-chosen borrow/disposal site or quarry, it is the Contractor's responsibility to ensure that all applicable Federal, state and local environmental statutory and regulatory requirements have been satisfied. Use of such a site or quarry must be approved by the Contracting Officer, and such approval shall not be granted unless all applicable requirements have been met and such use of the site does not pose significant environmental impacts.

(1) The specific requirements which must be met by the Contractor before a Contractor-chosen (or, when applicable, a Government-recommended) site or quarry must be approved by the COR include, at a minimum, but are not necessarily limited to, compliance with the following environmental laws, regulations and executive orders:

Federal Laws, Regulations, and Executive Orders

Name	Agency
Section 404, Clean Water Act (Permit)	U.S. Army Corps of Engineers, Chicago District (IL)
Section 10, River and Harbor Act of 1899 (Permit)	U.S. Army Corps of Engineers
Emission Limitations, Clean Air Act	U.S. Environmental Protection Agency
Section 9, Endangered Species Act of 1973	U.S. Fish and Wildlife Service, Bloomington Office (IN)
Section 703, Migratory Bird Treaty Act of 1918	U.S. Fish and Wildlife Service
Section 106, National Historic Preservation Act of 1966	Indiana Department of Natural Resources, Division of Historic Preservation (IN)
Flood Plain Management, Executive Order 11988	U.S. Army Corps of Engineers, Chicago District

Surface Mining                      Bureau of Mines  
Control and Reclamation  
Act of 1977

Resource                              U.S. Environmental Protection  
Conservation and                      Agency  
Recovery Act of 1976

Toxic Substance                      U.S. Environmental Protection  
Control Act                              Agency

Indiana State Statutes

Construction                          Indiana Department of Natural  
Within a Floodway                      Natural Resources,  
(Permit)                                  Division of Water

Section 401,                              Indiana Department of Environmental  
Clean Water Act                          Management  
(Waiver of Permit)

Section 402,                              Indiana Department of Environmental  
Clean Water Act                          Management  
(NPDES Permit)

It is the Contractor's responsibility to ensure that all applicable Federal, state and local environmental statutory and regulatory requirements are satisfied, regardless of their presence on, or absence from, the above list.

(2) It is the responsibility of the Government to ensure that the requirements of the National Environmental Policy Act (NEPA) have been complied with. If the Contractor decides to use a site or quarry which has not previously undergone an environmental review under NEPA (either Government-recommended or Contractor-chosen), notify the Contracting Officer, who shall arrange for such an environmental review. This review and compliance process may include inter-agency coordination and the preparation and circulation for public review of environmental documentation. It is the responsibility of the Contractor to allow sufficient time in the construction schedule to accommodate this review and compliance process, and to provide the Contracting Officer with any and all information that the Contracting Officer deems necessary to facilitate the process. The review and compliance process requires a minimum time frame of 90 calendar days, but could take substantially longer, possibly up to one year or, in unusual circumstances, even longer than one year, to complete. Any construction delays caused by the need to conduct an environmental review under NEPA shall be solely the responsibility of the Contractor, at no additional cost to the Government.

(3) It is also the responsibility of the Government to perform Section 7 consultation under the Endangered Species Act, to coordinate with the United States Fish and Wildlife Service and appropriate state wildlife agencies under the Fish and Wildlife Coordination Act, and to perform a Farmland Conversion Impact Rating under the Farmland Protection Policy Act for all Government-Suggested or Contractor-Chosen sites. This must be accomplished concurrently with the NEPA environmental review



process. It is the responsibility of the Contractor to allow sufficient time in the construction schedule to accommodate these consultation and coordination requirements as well as the NEPA review process, and to provide the Contracting Officer with any and all information that the Contracting Officer deems necessary to facilitate the completion of these consultation and coordination requirements.

(4) The Government cannot guarantee that any Government-Suggested or Contractor-chosen site is capable of complying with all applicable Federal, state and local environmental statutory and regulatory requirements and may reject any such site proposed for use by the Contractor for environmental reasons. If the Contracting Officer does not approve the use of a Government-recommended or Contractor-chosen borrow/disposal site or quarry because not all applicable Federal, state or local environmental statutory and regulatory requirements have been satisfied, or because the Government determines that such site or quarry could not be used for environmental reasons as a result of the environmental review under NEPA, it is the Contractor's responsibility to locate an alternate site or quarry and to perform all necessary reviews to obtain approval of the use of such alternative site or quarry. Any construction delays caused by the need to locate an alternate site or quarry, shall be solely the responsibility of the Contractor, at no additional cost to the Government.

(5) Nothing in this clause shall relieve the Contractor from the responsibility of obtaining all non-environmental permits and licenses which may be required under Federal, state or local statutes, regulations and ordinances.

#### 1.21 TAX EXEMPTION

##### **INDIANA SALES AND USE TAX**

This contract is a construction contract which contains separate amounts applicable to the performance of the services and the furnishing of the materials as defined in State of Indiana, Department of Revenue Information Bulletin No. 60, dated December 2002. Notwithstanding any other provisions of this contract, the contract price does not include any amount for Indiana Sales and Use Tax on materials to be incorporated by the Contractor or Subcontractor into the structure or improvement to real estate. The Contractor or Subcontractor should provide his supplier with a State of Indiana General Exemption Certificate for Construction Contractors (Form ST-134) with respect to such property.

For the purpose of complying with the requirements of State of Indiana, Department of Revenue Information Bulletin No. 60, dated December 2002, the Contractor, pursuant to the requirements of the solicitation must furnish prior to contract award a breakdown separating pricing: (1) Materials to be incorporated into the structure or improvement to real estate, (2) Services and other obligations of the construction contract, and (3) Total contract price. This breakdown is for the sole purpose of complying with the requirements of State of Indiana, Department of Revenue Information Bulletin No. 60, dated December 2002 with regard to separate pricing of services and materials and has no other contractual significance.

Any subcontracts awarded hereunder must also contain separate amounts applicable to the performance of services and the furnishing of the materials.

#### 1.22 PRECONSTRUCTION CONFERENCE

After award of the contract but prior to commencement of any work at the site, meet with the Contracting Officer to discuss and develop a mutual understanding relative to the administration of the value engineering and safety program, preparation of the schedule of prices or earned value report, shop drawings, and other submittals, scheduling programming, prosecution of the work, and clear expectations of the "Interim DD Form 1354" Submittal. Major subcontractors who will engage in the work must also attend.

#### 1.23 PROGRESS MEETINGS

A progress meeting will be held once every two weeks (biweekly). The meetings must be held on-site, in the Contractor's field trailer, unless the Government elects to hold the meetings at an alternate off-site location. The day and time for conducting meetings will be mutually agreed to between the Contractor, the Government, the Local Sponsors and other participants as required, within 30 calendar days after receipt of the notice to proceed. The Contractor is required to fully participate in the progress meeting.

Prepare meeting agendas and meeting minutes for each meeting. The agenda and [progress meeting minutes](#) must be prepared in a format acceptable to the COR and must contain all information required by the COR, including, but not limited to:

- a. A listing of all meeting participants.
- b. The financial progress, including original and current contract amounts, the amount paid to date, the original and current contract completion dates, and the expiration dates listed on the Contractor's ACORD Certificate of Insurance.
- c. A list of work completed since the last meeting.
- d. A list of work activities scheduled for the upcoming two weeks.
- e. Critical work activities in the project schedule.
- f. Old business, including summaries of the status of unresolved issues discussed at previous progress meetings.
- g. New business, including summaries of issues that need to be addressed and have not been included in previous meeting minutes.
- h. Potential items of interest to the public, local sponsor, or local community.
- i. The status of submittals, including lists of outstanding submittals, key submittals in review, and upcoming submittals.
- j. A discussion of safety, including a summary of project accident and injury statistics, an overview of the primary safety concerns related to ongoing and upcoming work, and a discussion of the status

of accident reports, if any.

k. A listing of all field changes/modifications.

The progress meeting minutes must be submitted to the Government and all other meeting participants for review and approval within seven calendar days of the meeting. The progress meeting minutes must be submitted to the Government and all other meeting participants for review and approval within three calendar days of the meeting. The review and approval process will allow for mutual acceptance of the minutes as written. As directed by the Government, edit the minutes to add, delete, and/or correct items that were covered in the weekly meeting. The edited meeting minutes must then be resubmitted within seven calendar days of the receipt of the Government comments.

#### 1.24 VETERANS EMPLOYMENT EMPHASIS FOR U.S. ARMY CORPS OF ENGINEERS CONTRACTS

In addition to complying with the requirements outlined in FAR Part 22.13, FAR Provision 52.222-38, FAR Clause 52.222-35, FAR Clause 52.222-37, DFARS 222.13, and Department of Labor regulations, United States Army Corps of Engineers (USACE) contractors and subcontractors at all tiers are encouraged to promote the training and employment of United States veterans while performing under a USACE contract. While no set-aside, evaluation preference, or incentive applies to the solicitation or performance under the resultant contract, USACE contractors are encouraged to seek out highly qualified veterans to perform services under this contract. The following resources are available to assist USACE contractors in their outreach efforts.

U.S. Army Warrior Transition Command Employment Index:

<https://wct.army.mil/modules/employers/index.html>

Federal Veteran Employment Information: <https://www.fedshirevets.gov/>

U.S. Department of Labor Veterans' Employment and Training Services

(VETS): <https://www.dol.gov/vets/>

Veterans Opportunity to Work (VOW) Program: <https://benefits.va.gov/vow/>

Hiring Our Heroes: <https://www.uschamberfoundation.org/hiring-our-heroes>

#### 1.25 SECURITY REQUIREMENTS

##### 1.25.1 Access and General Protection/Security Policy and Procedures

All contractor and all associated sub-contractors employees shall comply with applicable facility access and local security policies and procedures (provided by government representative). Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by Department of Defense (DoD), Headquarters Department of Army (HQDA) and/or local policy.

##### 1.25.2 E-Verify Program

The Contractor must pre-screen candidates using the E-verify Program (<http://www.uscis.gov/e-verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the candidate has

two valid forms of Government issued identification prior to enrollment to ensure the correct information is entered into the E-verify system. The vendor must ensure the correct information is entered into the E-verify system. A [list of E-verified/eligible candidates](#) for each verified/eligible contractor candidate, working on this contract, shall be submitted to the COR no later than three business days after the initial contract award.

When contracts are with individuals, the individuals will be required to complete a Form I-9, Employment Eligibility Verification, with the designated Government representative. Form I-9 will be provided to the Contracting Officer and shall become part of the official contract file. (The purpose of using E-Verify is to ensure all contractors are U.S. citizens or documented foreign citizens with authority to work in the United States of America).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

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-- End of Section Table of Contents --

## SECTION 01 11 00

## SUMMARY OF WORK

08/15, CHG 2: 08/21

## PART 1 GENERAL

## 1.1 DESCRIPTION

Under this Contract, the Contractor shall furnish all labor, materials, and equipment necessary to construct the project complete with all materials and equipment in place and operating in accordance with the intent of the following sections of the Detailed Specifications. Work and materials shall conform to Contracting Officer's Representative/Owner's Standard Details and Specifications where applicable.

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

## SD-01 Preconstruction Submittals

Ingress And Egress Plan; G, AE

Plan Of Operations; G, AE

Bypass Plan; G, AE

## 1.3 WORK COVERED BY CONTRACT DOCUMENTS

The project is located in Young America/Lincoln Gardens & South Brook Subdivisions in the Town of Merrillville, Indiana, as shown in the plans. The project covers lining of 4" or 6" diameter service laterals up to 5 feet, and a water tight interface connection seal in 8" & 12" pre-lined sewer main pipes, without excavation.

Young America/Lincoln Gardens subdivision has an estimated 10,381 Linear feet of pre-lined sewer main with an estimated 196 service laterals & an estimated 631 linear feet of 12" sewer main with an estimated 8 laterals for a total Service connection of  $196 + 8 = 204$  service lateral.

South Brook subdivision has an estimated 2,835 linear feet of 8" pre-lined sewer main with an estimated 58 service laterals and 859' of pre-lined 12" sewer main with an estimated 11 service laterals for a total service connection of  $58 + 11 = 69$  service laterals.

The project includes installation of cured-in-place-pipe -liner for an estimated undistributed quantity of 140 laterals in Young America/Lincoln Gardens Subdivision. The exact location of Sewer Main Segments carrying the Service Laterals to be lined will be shown by the Contracting Officer

The owner also reserves to add following (6) options to cured-in-place-pipe-liner for service lines in the following sewer segments in South Brook Subdivisions:

Option 1-M.H. SBRK-0055 to M.H. SBRK-0060 - up to 6 service laterals  
Option 2-M.H. SBRK-0060 to M.H. SBRK-0065 - up to 6 service laterals  
Option 3-M.H. SBRK-0065 to M.H. SBRK-0070 - up to 8 service laterals  
Option 4-M.H. SBRK-0030 to M.H. SBRK-0035 - up to 6 service laterals  
Option 5-M.H. SBRK-0035 to M.H. SBRK-0040 - up to 8 service laterals  
Option 6-M.H. SBRK-0040 to M.H. SBRK-0045 - up to 8 service laterals

#### 1.4 PLAN OF OPERATIONS

##### 1.4.1 General

The Contractor shall provide a plan of operation within 30 calendar days of the execution of the Contract Agreement.

This Plan of Operations shall generally describe the scheduling of all work, shall describe the methods anticipated to be utilized in completing each section of the work, and shall describe in detail:

a. The safety measures to be used to protect the public from Contractor's work.

The Owner and Engineer shall review and find this Plan of Operation acceptably developed and implementable prior to the initiation of work by the Contractor at the project site.

##### 1.4.2 Public Safety

Maintenance of service, storage of equipment and materials from access shall be addressed in the public protection provisions of the plan of operation.

##### 1.4.3 Conflict with Existing Underground utilities

The Contractor shall be responsible for locating and protecting all existing underground utilities. All existing underground telephone, cable television (TV), fiber optic, electrical, water, gas and sanitary sewer service shall also be located and protected by the Contractor. If an underground utility main or service lateral is damaged, the Contractor shall immediately notify the respective utility and repair the damaged utility main or service lateral in accordance with their requirements at the Contractor's own expense. If a minor conflict occurs with an existing underground sanitary sewer, telephone, cable TV, electrical, water, gas main or service lateral, the respective utility shall be adjusted if possible to avoid the conflict in accordance with the requirements of the affected utility and Engineer at the Contractor's own expense.

A conflict with an existing underground utility main shall be evaluated by the Engineer and if a significant correction is required to eliminate the conflict, the Engineer will issue a change order to the Contractor to make the necessary changes recommended by the Engineer.

#### 1.4.4 Permanent and alternate Utility Services

Addressed in the Plan of Operation shall be:

- a. The timing and level of service desired from permanent utilities to be installed,
- b. An identification of the type of service desired,
- c. The date and location at which the service is desired, and
- d. The plans for alternate utility services for the work if permanent utility service is not available.

Engineer shall have the authority to require certain portions of the work under this contract and other contracts to be completed at certain times in order to provide for the availability of utility service to all contractors to the extent reasonably possible; however, Engineer cannot and shall not guarantee the availability of these utility services. Contractor shall be responsible for providing any utility services necessary for his work which are not otherwise available, and shall address the anticipated means of providing such alternate utility services.

#### 1.4.5 Continuity of Public Services

It is imperative that if the bypassing of sewage is required during the lining operation, then the Contractor shall be fully responsible for, and shall provide, all temporary piping, pumping, controls, electrical power, containment & transportation equipment, and other equipment and work necessary. Sewage [bypass plan](#) shall be addressed in the plan of operation.

#### 1.4.6 Protection of Existing Pavement

Storage of construction equipment on existing or unprotected pavement to remain in place is not permitted. Federal, State and local ordinances, laws, and regulations shall govern the operations of overweight or oversized equipment on the pavement. Contractor shall submit equipment description and weight values of any major equipment to be brought on site. Any damage to existing facilities caused by the Contractor's operations or equipment shall be replaced or repaired to the satisfaction of the Owner by the Contractor at no additional expense to the Owner. The Contractor shall submit to the Engineer an [ingress and egress plan](#) for approval. Mobilization will not be allowed until said plan is approved.

#### 1.5 EXISTING WORK

In addition to "FAR 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements".

- a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.

(1) Protect all trees, bushes, shrubs, and other landscaping within and outside of the contract work limits.

(2) Branches which need to be removed, or are damaged, shall be neatly trimmed. Scars shall be covered with tree paint.

(3) Protect above ground Utility Facilities such as poles, junction Box etc.



(4) Protect and/or replace all mailboxes, and other items not shown on the drawings should they be disturbed by the proposed construction.

b. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Contracting Officer. At the completion of operations, existing work must be in a condition equal to or better than that which existed before new work started.

c. All construction equipment on existing unprotected pavement to remain in place is not permitted. Federal, State and local ordinances, laws, and regulations shall govern the operations of overweight or oversized equipment on the pavement. In any case no equipment larger than 80,000 pounds shall be used on this project. Any damage to existing facilities caused by the Contractor's operations or equipment shall be replaced or repaired to the satisfaction of the Contracting Officer by the Contractor at no additional expense. The Contractor shall submit to the Contracting Officer an Ingress and Egress Plan for approval. Mobilization will not be allowed until said plan is approved.

d. All affected site conditions shall be restored to their original condition or better upon completion of the work. Any temporary fence removal required to complete the work shall be coordinated by the Contractor with the property owner. Existing fence shall be re-installed to equal or better condition to the satisfaction of the property owner. No additional payment will be made for any fence removal, resetting, or replacement.

e. Unless noted otherwise in the plans, all disturbed grassed areas within the shown construction limits shall be restored with seed or sod.

## PART 2 PRODUCTS

Not used.

## PART 3 EXECUTION

Not used.

-- End of Section --

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## SECTION 01 20 00

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**11/20, CHG 2: 08/21**

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## SECTION 01 20 00

## PRICE AND PAYMENT PROCEDURES

11/20, CHG 2: 08/21

## PART 1 GENERAL

## 1.1 CONTRACT COST BREAKDOWN

The Contractor must furnish within 30 days after the date of Notice to Proceed, and prior to the submission of its first partial payment estimate, a breakdown of its single job pay item or items which will be reviewed by the Contracting Officer as to propriety of distribution of the total cost to the various accounts. Any unbalanced items as between early and late payment items or other discrepancies will be revised by the Contracting Officer to agree with a reasonable cost of the work included in the various items. This Contract cost breakdown will then be utilized as the basis for progress payments to the Contractor.

## 1.2 UNIT PRICE PAYMENT ITEMS

Payment items for the work of this Contract on which the Contract unit price payments will be made are listed in the SCHEDULE and described below. The unit price and payment made for each item listed constitutes full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all work required for each of the unit price items.

## 1.2.1 CCTV &amp; Cleaning of up to 5' of lateral pipe prior to lining.(Base Bid-Item 0001A)

## 1.2.1.1 Payment

Payment will be made for the costs associated with operations necessary for cleaning and TV Inspection of service laterals per specifications section 33 01 30.16 Cleaning and TV Inspection of SEWER PIPELINES. Sewer Cleaning and television will be priced per each Service lateral. When calculating the cost for each service lateral, the Contractor shall include the cost of all plant, water, equipment, labor, transportation, tools, appliances, fuel, power, bypass pumping, and all other work and incidentals necessary to perform the cleaning of lateral and it's connection to the main, televising, and recording procedures as described in Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

## 1.2.1.2 Measurement

The measurement will be per Service Lateral Sewer cleaned and CCTV-inspected as documented in the form of acceptable video deliverable provided for manhole-to-manhole segments at locations shown on the plans.

## 1.2.1.3 Unit of Measure

Unit of measure: Each service Lateral (EACH).

1.2.2 CIPP Lining of minimum 5 feet of Service Lateral & it's connection to the main and post lining TV inspection of laterals (Base Bid- Item 0001B)

1.2.2.1 Payment

Payment will be made for costs associated with the pipe preparation, insertion, bypass pumping, curing, finishing, quality control, and other operations necessary for installation of cured in-place pipe (CIPP) in 4" and 6" diameter lateral pipes per the Specification Section 22 05 83.63 Cured-In-PLACE PIPE (CIPP) LINING and Specification Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

1.2.2.2 Measurement

The measurement will be per 5' of CIPP installed in each lateral and accepted in increments of the segments at locations shown on the plans. (Segments are identified by the beginning and ending manholes (i.e., YGAM-0095 \_ YGAM -0090 identifies the segment of pipe between Manhole YGAM-0095 & YGAM-0090).

1.2.2.3 Unit of Measure

Unit of measure: Each Service Lateral lined (EACH).

1.2.3 CCTV & Cleaning of up to 5' of Lateral pipe prior to Lining between Manhole SBRK-0055 and Manhole SBRK-0060 (Option 1, Item 0002A)

1.2.3.1 Payment

Payment will be made for the costs associated with operations necessary for cleaning and TV Inspection of service laterals per specifications section 33 01 30.16 Cleaning and TV Inspection of SEWER PIPELINES. Sewer Cleaning and television will be priced per each Service lateral. When calculating the cost for each service lateral, the Contractor shall include the cost of all plant, water, equipment, labor, transportation, tools, appliances, fuel, power, bypass pumping, and all other work and incidentals necessary to perform the cleaning of lateral and it's connection to the main, televising, and recording procedures as described in Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

1.2.3.2 Measurement

The measurement will be per Service Lateral Sewer cleaned and CCTV-inspected as documented in the form of acceptable video deliverable provided for manhole-to-manhole segments at locations shown on the plans.

1.2.3.3 Unit of Measure

Unit of measure: Unit of Measure: Each Service Lateral (EACH).

1.2.4 CIPP Lining of minimum 5 feet of Service Lateral & it's connection to the main and post lining TV inspection of laterals (Option 1- Item 0002B)

1.2.4.1 Payment

Payment will be made for costs associated with the pipe preparation, insertion, bypass pumping, curing, finishing, quality control, and other operations necessary for installation of cured in-place pipe (CIPP) in 4"

and 6" diameter lateral pipes per the Specification Section 22 05 83.63  
Cured-In-PLACE PIPE (CIPP) LINING and Specification Section 33 01 30.16  
CLEANING AND CCTV INSPECTION OF SEWER PIPELINES

#### 1.2.4.2 Measurement

The measurement will be per 5' of CIPP installed in each lateral and  
accepted in increments of the segments at locations shown on the plans.

#### 1.2.4.3 Unit of Measure

Unit of measure: Unit of Measure: Each Service Lateral (EACH)

#### 1.2.5 CCTV & Cleaning of up to 5' of Lateral Pipe prior to Lining between Manhole SBRK- 0060 and Manhole SBRK-65 (Option 2, Item 0003A.)

##### 1.2.5.1 Payment

Payment will be made for the costs associated with operations necessary for  
cleaning and TV Inspection of service laterals per specifications section 33  
01 30.16 Cleaning and TV Inspection of SEWER PIPELINES. Sewer Cleaning and  
television will be priced per each service lateral. When calculating the  
cost for each service lateral, the Contractor shall include the cost of all  
plant, water, equipment, labor, transportation, tools, appliances, fuel,  
power, bypass pumping, and all other work and incidentals necessary to  
perform the cleaning of lateral and it's connection to the main,  
televising, and recording procedures as described in Section 33 01 30.16  
CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

##### 1.2.5.2 Measurement

The measurement will be per Service Lateral Sewer cleaned and  
CCTV-inspected as documented in the form of acceptable video deliverable  
provided for manhole-to-manhole segments at locations shown on the plans.

##### 1.2.5.3 Unit of Measure

Unit of Measure: Each Service Lateral (EACH)

#### 1.2.6 CIPP Lining of minimum 5 feet of Service Lateral & it's connection to the main and post lining TV inspection of laterals (Option 2- Item 0003B)

##### 1.2.6.1 Payment

Payment will be made for costs associated with the pipe preparation,  
insertion, bypass pumping, curing, finishing, quality control, and other  
operations necessary for installation of cured in-place pipe (CIPP) in 4"  
and 6" diameter lateral pipes per the Specification Section 22 05 83.63  
Cured-In-PLACE PIPE (CIPP) LINING and Specification Section 33 01 30.16  
CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

##### 1.2.6.2 Measurement

The measurement will be per 5' of CIPP installed in each lateral and  
accepted in increments of the segments at locations shown on the plans.

## 1.2.6.3 Unit of Measure

Unit of Measure: Each Service Lateral (EACH)

## 1.2.7 CCTV &amp; Cleaning of up to 5' of Lateral pipe prior to Lining between Manhole SBRK-0065 and Manhole SBRK-0070 (Option 3, Item 0004A)

## 1.2.7.1 Payment

Payment will be made for the costs associated with operations necessary for cleaning and TV Inspection of service laterals per specifications section 33 01 30.16 Cleaning and TV Inspection of SEWER PIPELINES. Sewer Cleaning and television will be priced per each Service lateral. When calculating the cost for each service lateral, the Contractor shall include the cost of all plant, water, equipment, labor, transportation, tools, appliances, fuel, power, bypass pumping, and all other work and incidentals necessary to perform the cleaning of lateral and it's connection to the main, televising, and recording procedures as described in Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

## 1.2.7.2 Measurement

The measurement will be per Service Lateral Sewer cleaned and CCTV-inspected as documented in the form of acceptable video deliverable provided for manhole-to-manhole segments at locations shown on the plans.

## 1.2.7.3 Unit of Measure

Unit of Measure: Each Service Lateral (EACH)

## 1.2.8 CIPP Lining of minimum 5 feet of Service Lateral &amp; it's connection to the main and post lining TV inspection of laterals (Option 3- Item 0004B)

## 1.2.8.1 Payment

Payment will be made for costs associated with the pipe preparation, insertion, bypass pumping, curing, finishing, quality control, and other operations necessary for installation of cured in-place pipe (CIPP) in 4" and 6" diameter lateral pipes per the Specification Section 22 05 83.63 Cured-In-PLACE PIPE (CIPP) LINING and Specification Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

## 1.2.8.2 Measurement

The measurement will be per 5' of CIPP installed in each lateral and accepted in increments of the segments at locations shown on the plans.

## 1.2.8.3 Unit of Measure

Unit of Measure: Each Service Lateral (EACH)

1.2.9 CCTV & Cleaning of up to 5' of Lateral Pipe prior to Lining between Manhole SBRK- 0030 and Manhole SBRK-35 (Option 4, Item 0005A)

1.2.9.1 Payment

Payment will be made for the costs associated with operations necessary for cleaning and TV Inspection of service laterals per specifications section 33 01 30.16 Cleaning and TV Inspection of SEWER PIPELINES. Sewer Cleaning and television will be priced per each Service lateral. When calculating the cost for each service lateral, the Contractor shall include the cost of all plant, water, equipment, labor, transportation, tools, appliances, fuel, power, bypass pumping, and all other work and incidentals necessary to perform the cleaning of lateral and it's connection to the main, televising, and recording procedures as described in Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

1.2.9.2 Measurement

The measurement will be per Service Lateral Sewer cleaned and CCTV-inspected as documented in the form of acceptable video deliverable provided for manhole-to manhole segments at locations shown on the plans.

1.2.9.3 Unit of Measure

Unit of Measure: Each Service Lateral (EACH)

1.2.10 CIPP Lining of minimum 5 feet of Service Lateral & it's connection to the main and post lining TV inspection of laterals (Option 4- Item 0005B)

1.2.10.1 Payment

Payment will be made for costs associated with the pipe preparation, insertion, bypass pumping, curing, finishing, quality control, and other operations necessary for installation of cured in-place pipe (CIPP) in 4" and 6" diameter lateral pipes per the Specification Section 22 05 83.63 Cured-In-PLACE PIPE (CIPP) LINING and Specification Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

1.2.10.2 Measurement

The measurement will be per 5' of CIPP installed in each lateral and accepted in increments of the segments at locations shown on the plans.

1.2.10.3 Unit of Measure

Unit of Measure: Each Service Lateral (EACH)

1.2.11 CCTV & Cleaning of up to 5' of Lateral pipe prior to Lining between Manhole SBRK-0035 and Manhole SBRK-0040 (Option 5, Item 0006A)

1.2.11.1 Payment

Payment will be made for the costs associated with operations necessary for cleaning and TV Inspection of service laterals per specifications section 33 01 30.16 Cleaning and TV Inspection of SEWER PIPELINES. Sewer Cleaning and television will be priced per each Service lateral. When calculating the cost for each service lateral, the Contractor shall



include the cost of all plant, water, equipment, labor, transportation, tools, appliances, fuel, power, bypass pumping, and all other work and incidentals necessary to perform the cleaning of lateral and it's connection to the main, televising, and recording procedures as described in Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

#### 1.2.11.2 Measurement

The measurement will be per Service Lateral Sewer cleaned and CCTV-inspected as documented in the form of acceptable video deliverable provided for manhole-to manhole segments at locations shown on the plans.

#### 1.2.11.3 Unit of Measure

Unit of Measure: Each Service Lateral (EACH)

#### 1.2.12 CIPP Lining of minimum 5 feet of Service Lateral & it's connection to the main and post lining TV inspection of laterals (Option 5- Item 0006B))

##### 1.2.12.1 Payment

Payment will be made for costs associated with the pipe preparation, insertion, bypass pumping, curing, finishing, quality control, and other operations necessary for installation of cured in-place pipe (CIPP) in 4" and 6" diameter lateral pipes per the Specification Section 22 05 83.63 Cured-In-PLACE PIPE (CIPP) LINING and Specification Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

##### 1.2.12.2 Measurement

The measurement will be per 5' of CIPP installed in each lateral and accepted in increments of the segments at locations shown on the plans.

##### 1.2.12.3 Unit of Measure

Unit of Measure: Each Service Lateral (EACH)

#### 1.2.13 CCTV & Cleaning of up to 5' of Lateral pipe prior to Lining between Manhole SBRK-0040 and Manhole SBRK-0045 (Option 6, Item 0007A)

##### 1.2.13.1 Payment

Payment will be made for the costs associated with operations necessary for cleaning and TV Inspection of service laterals per specifications section 33 01 30.16 Cleaning and TV Inspection of SEWER PIPELINES. Sewer Cleaning and television will be priced per each Service lateral. When calculating the cost for each service lateral, the Contractor shall include the cost of all plant, water, equipment, labor, transportation, tools, appliances, fuel, power, bypass pumping, and all other work and incidentals necessary to perform the cleaning of lateral and it's connection to the main, televising, and recording procedures as described in Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

##### 1.2.13.2 Measurement

The measurement will be per Service Lateral Sewer cleaned and CCTV-inspected as documented in the form of acceptable video deliverable

provided for manhole-to manhole segments at locations shown on the plans.

#### 1.2.13.3 Unit of Measure

Unit of Measure: Each Service Lateral (EACH)

1.2.14 CIPP Lining of minimum 5 feet of Service Lateral & it's connection to the main and post lining TV inspection of laterals (Option 6- Item 0007B))

#### 1.2.14.1 Payment

Payment will be made for costs associated with the pipe preparation, insertion, bypass pumping, curing, finishing, quality control, and other operations necessary for installation of cured in-place pipe (CIPP) in 4" and 6" diameter lateral pipes per the Specification Section 22 05 83.63 Cured-In-PLACE PIPE (CIPP) LINING and Specification Section 33 01 30.16 CLEANING AND CCTV INSPECTION OF SEWER PIPELINES.

#### 1.2.14.2 Measurement

The measurement will be per 5' of CIPP installed in each lateral and accepted in increments of the segments at locations shown on the plans.

#### 1.2.14.3 Unit of Measure

Unit of Measure: Each Service Lateral (EACH)

### PART 2 PRODUCTS

Not Used

### PART 3 EXECUTION

Not Used

-- End of Section --

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## SECTION 01 33 00

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09/19

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## SECTION 01 33 00

## SUBMITTAL PROCEDURES

09/19

## PART 1 GENERAL

## 1.1 SUMMARY

## 1.1.1 Submittal Information

The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

Contractors to check and approve all items prior to submittal and stamp, sign, and date indicating action taken. Proposed deviations from the contract requirements are to be clearly identified. Include within submittals items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; Operation and Maintenance (O&M) manuals (including parts list); certifications; warranties; and other such required submittals.

## 1.1.2 Project Type

## 1.1.3 Submission of Submittals

Schedule and provide submittals requiring Government approval before acquiring the material or equipment covered thereby. Pick up and dispose of samples not incorporated into the work in accordance with manufacturer's Safety Data Sheets (SDS) and in compliance with existing laws and regulations.

## 1.2 DEFINITIONS

## 1.2.1 Submittal Descriptions (SD)

Submittal requirements are specified in the technical sections. Examples and descriptions of submittals identified by the Submittal Description (SD) numbers and titles follow:

**SD-01 Preconstruction Submittals**

Preconstruction Submittals include schedules and a tabular list of locations, features, and other pertinent information regarding products, materials, equipment, or components to be used in the work. Some typical Preconstruction Submittals are listed below:

Certificates Of Insurance

Surety Bonds

List Of Proposed Subcontractors

List Of Proposed Products

Construction Progress Schedule

Baseline Network Analysis Schedule (NAS)

Submittal Register

Schedule Of Prices Or Earned Value Report

Work Plan

Quality Control (QC) Plan

Accident Prevention Plan

Environmental Protection Plan

#### SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the Contractor for integrating the product or system into the project.

Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be coordinated.

#### SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials, systems or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

#### SD-04 Samples

Fabricated or unfabricated physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards ensuring work can be judged. Includes assemblies or portions of assemblies that are to be incorporated into the project and those that will be removed at conclusion of the work.

#### SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. Unless specified in another section, testing must have been within three years of date of contract award for the project.

Report that includes findings of a test required to be performed on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report that includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily logs and checklists

Final acceptance test and operational test procedure

#### SD-07 Certificates

Statements printed on the manufacturer's letterhead and signed by responsible officials of manufacturer of product, system or material attesting that the product, system, or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a manufacturer, supplier, installer or Subcontractor through Contractor. The document purpose is to further promote the orderly progression of a portion of the work by documenting procedures, acceptability of methods, or personnel qualifications.

Confined space entry permits.

Text of posted operating instructions.

#### SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and SDS concerning impedances, hazards and safety precautions.

#### SD-10 Operation and Maintenance Data

Data provided by the manufacturer, or the system provider, including manufacturer's help and product line documentation, necessary to maintain and install equipment, for operating and maintenance use by facility personnel.

Data required by operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item.

Data incorporated in an operations and maintenance manual or control system.

### SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

Submittals required for Guiding Principle Validation (GPV) or Third Party Certification (TPC).

Special requirements necessary to properly close out a construction contract (e.g., record drawings and as-built drawings). Submittal requirements necessary to properly close out a major phase of construction on a multi-phase contract.

#### 1.2.2 Approving Authority

Office or designated person authorized to approve the submittal.

#### 1.2.3 Work

As used in this section, on-site and off-site construction required by contract documents, including labor necessary to produce submittals, construction, materials, products, equipment, and systems incorporated or to be incorporated in such construction. In exception, excludes work to produce SD-01 submittals.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with this section.

#### SD-01 Preconstruction Submittals

##### Submittal Register; G, CS

### 1.4 SUBMITTAL CLASSIFICATION

#### 1.4.1 Government Approved (G)

Within the terms of the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, submittals are considered to be "shop drawings".

#### 1.4.2 For Information Only

Submittals not requiring Government approval will be for information only. Within the terms of the Contract Clause SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, they are not considered to be "shop drawings".

### 1.5 PREPARATION

#### 1.5.1 Transmittal Form (ENG FORM 4025)

Use the attached sample transmittal form (ENG Form 4025) for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms are included in the RMS CM software that the Contractor is required to use for this contract. Properly complete this form by filling out all the heading



blank spaces and identifying each item submitted. Exercise special care to ensure proper listing of the specification paragraph and sheet number of the contract drawings pertinent to the data submitted for each item.

#### 1.5.2 Submittal Format

##### 1.5.2.1 Format of SD-01 Preconstruction Submittals

When the submittal includes a document that is to be used in the project, or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

##### 1.5.2.2 Format for SD-02 Shop Drawings

Provide shop drawings not less than 8 1/2 inches by 11 inches nor more than 30 inches by 42 inches, except for full-size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless another form is required. Ensure drawings are suitable for reproduction and of a quality to produce clear, distinct lines and letters, with dark lines on a white background.

- a. Include the nameplate data, size, and capacity on drawings. Also include applicable federal, military, industry, and technical society publication references.
- b. Dimension drawings, except diagrams and schematic drawings. Prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings. Identify materials and products for work shown.

##### 1.5.2.2.1 Drawing Identification

Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph IDENTIFYING SUBMITTALS.

Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location next to the title block. Place the Government contract number in the margin, immediately below the title block, for each drawing.

##### 1.5.2.3 Format of SD-03 Product Data

Present product data submittals for each section. Include a table of contents, listing the page and catalog item numbers for product data.

Indicate, by prominent notation, each product that is being submitted; indicate the specification section number and paragraph number to which it pertains.

##### 1.5.2.3.1 Product Information

Supplement product data with material prepared for the project to satisfy the submittal requirements where product data does not exist. Identify this material as developed specifically for the project, with information and format as required for submission of SD-07 Certificates.

Provide product data in units used in the Contract documents. Where product data are included in preprinted catalogs with another unit, submit the dimensions in contract document units, on a separate sheet.

#### 1.5.2.3.2 Standards

Where equipment or materials are specified to conform to industry or technical-society reference standards of such organizations as the American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), or Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

#### 1.5.2.3.3 Data Submission

Collect required data submittals for each specific material, product, unit of work, or system into a single submittal that is marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will not be accepted for expedition of the construction effort.

Submit the manufacturer's instructions before installation.

#### 1.5.2.4 Format of SD-04 Samples

##### 1.5.2.4.1 Sample Characteristics

Furnish samples in the following sizes, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately the same size as specified:

- a. Sample of Equipment or Device: Full size.
- b. Sample of Materials Less Than Two Inches by Three Inches: Built up to 8 1/2 inches by 11 inches.
- c. Sample of Materials Exceeding 8 1/2 Inches by 11 Inches: Cut down to 8 1/2 inches by 11 inches and adequate to indicate color, texture, and material variations.
- d. Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.

#### 1.5.2.5 Format of SD-05 Design Data

Provide design data and certificates on 8 1/2 inches by 11 inches paper.

#### 1.5.2.6 Format of SD-06 Test Reports

By prominent notation, indicate each report in the submittal. Indicate

the specification number and paragraph number to which each report pertains.

#### 1.5.2.7 Format of SD-07 Certificates

Provide design data and certificates on 8 1/2 inches by 11 inches paper.

#### 1.5.2.8 Format of SD-08 Manufacturer's Instructions

Present manufacturer's instructions submittals for each section. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on product data. Include applicable federal, military, industry, and technical-society publication references. If supplemental information is needed to clarify the manufacturer's data, submit it as specified for SD-07 Certificates.

Submit the manufacturer's instructions before installation.

##### 1.5.2.8.1 Standards

Where equipment or materials are specified to conform to industry or technical-society reference standards of such organizations as the American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), or Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Contracting Officer. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

#### 1.5.2.9 Format of SD-09 Manufacturer's Field Reports

By prominent notation, indicate each report in the submittal. Indicate the specification number and paragraph number to which each report pertains.

#### 1.5.2.10 Format of SD-10 Operation and Maintenance (O&M) Data

When O&M data submittals are required, their format shall comply with the requirements specified in the respective section where the submittal requirement is made.

#### 1.5.2.11 Format of SD-11 Closeout Submittals

When the submittal includes a document that is to be used in the project or is to become part of the project record, other than as a submittal, do not apply the Contractor's approval stamp to the document itself, but to a separate sheet accompanying the document.

Provide data in the unit of measure used in the contract documents.

### 1.5.3 Source Drawings for Shop Drawings

#### 1.5.3.1 Source Drawings

The entire set of source drawing files (DWG) will not be provided to the Contractor. Request the specific Drawing Number for the preparation of shop drawings. Only those drawings requested to prepare shop drawings will be provided. These drawings are provided only after award.

#### 1.5.3.2 Terms and Conditions

Data contained on these electronic files must not be used for any purpose other than as a convenience in the preparation of construction data for the referenced project. Any other use or reuse is at the sole risk of the Contractor and without liability or legal exposure to the Government. The Contractor must make no claim, and waives to the fullest extent permitted by law any claim or cause of action of any nature against the Government, its agents, or its subconsultants that may arise out of or in connection with the use of these electronic files. The Contractor must, to the fullest extent permitted by law, indemnify and hold the Government harmless against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from the use of these electronic files.

These electronic source drawing files are not construction documents. Differences may exist between the source drawing files and the corresponding construction documents. The Government makes no representation regarding the accuracy or completeness of the electronic source drawing files, nor does it make representation to the compatibility of these files with the Contractor hardware or software. The Contractor is responsible for determining if any conflict exists. In the event that a conflict arises between the signed and sealed construction documents prepared by the Government and the furnished source drawing files, the signed and sealed construction documents govern. Use of these source drawing files does not relieve the Contractor of the duty to fully comply with the contract documents, including and without limitation the need to check, confirm and coordinate the work of all contractors for the project. If the Contractor uses, duplicates or modifies these electronic source drawing files for use in producing construction data related to this contract, remove all previous indication of ownership (e.g., seals, logos, signatures, initials and dates).

#### 1.5.4 Electronic File Format

Provide submittals other than material samples in electronic format. The Transmittal Form described in the above paragraph shall be completed in RMS. The electronic submittal files must be compiled as a single, complete document submitted with the Transmittal Form in RMS. The electronic submittal file must be named specifically according to its contents (e.g., 01 45 00.00-1.2\_Quality Control Plan.pdf).

Electronic files must be of sufficient quality that all information is legible. Use PDF as the electronic format, unless otherwise specified or directed by the Contracting Officer. Generate PDF files from original documents with bookmarks so that the text included in the PDF file is searchable and can be copied. If documents are scanned, optical character resolution (OCR) routines are required. Index and bookmark files exceeding 30 pages to allow efficient navigation of the file. When required, the electronic file must include a valid electronic signature or

a scan of a signature.

Electronic submittal documents larger than 150MB cannot be uploaded into RMS and shall be sent through an electronic file sharing system such as the Department of Defence Secure Access File Exchange (DoD SAFE) Web Application located at the following website: <https://safe.apps.mil>.

#### 1.6 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

#### 1.7 DELIVERABLES

##### 1.7.1 Address

Submittals designated for hard-copy submission must be sent to the following address in the number of copies specified:

U.S. Army Corps of Engineers  
Calumet Area Office  
906 Griffith Boulevard  
Griffith, Indiana 46319.

#### 1.8 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. Maintain a submittal register for the project in accordance with Section 01 45 00.15 10 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM).

##### 1.8.1 Maintain Submittal Register

Prepare and maintain submittal register, as the work progresses. Do not change data which is output in columns (c), (d), (e), and (f) as delivered by Government; retain data which is output in columns (a), (g), (h), and (i) as approved. A submittal register showing items of equipment and materials for which submittals are required by the specifications is provided as an attachment. This list may not be all inclusive and additional submittals may be required. Maintain a submittal register for the project in accordance with Section 01 45 00.15 10 RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM). The Government will provide the initial submittal register in electronic format with the following fields completed, to the extent that will be required by the Government during subsequent usage.

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type, e.g., SD-02 Shop Drawings) required in each specification section.

Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is

only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

Column (f): Indicate approving authority for each submittal.

Thereafter, the Contractor is to track all submittals by maintaining a complete list, including completion of all data columns, including dates on which submittals are received and returned by the Government.

#### 1.8.2 Use of Submittal Register

Submit submittal register. Submit with QC plan and project schedule. Verify that all submittals required for project are listed and add missing submittals. Coordinate and complete the following fields on the register submitted with the QC plan and the project schedule:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.

Column (h) Contractor Approval Date: Date Contractor needs approval of submittal.

Column (i) Contractor Material: Date that Contractor needs material delivered to Contractor control.

#### 1.8.3 Contractor Use of Submittal Register

Update the following fields with each submittal throughout contract.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (j) Action Code (k): Date of action used to record Contractor's review when forwarding submittals to QC.

Column (l) List date of submittal transmission.

Column (q) List date approval received.

#### 1.8.4 Approving Authority Use of Submittal Register

Update the following fields.

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (l) List date of submittal receipt.

Column (m) through (p) List Date related to review actions.

Column (q) List date returned to Contractor.

#### 1.8.5 Preconstruction Use of Submittal Register

Input the submittal register electronically using RMS. Include the QC plan and the project schedule. Verify that all submittals required for

the project are listed and add missing submittals.

#### 1.8.6 Action Codes

##### 1.8.6.1 Government Review Action Codes

"A" - "Approved as submitted"; "Completed"

"B" - "Approved, except as noted on drawings"; "Completed"

"C" - "Approved, except as noted on drawings; resubmission required"; "Resubmit"

"D" - "Returned by separate correspondence"; "Completed"

"E" - "Disapproved (See attached)"; "Resubmit"

"F" - "Receipt acknowledged"; "Completed"

"G" - "Other (Specify)"; "Resubmit"

"X" - "Receipt acknowledged, does not comply with contract requirements"; "Resubmit"

##### 1.8.7 Delivery of Copies

Submit an updated electronic copy of the submittal register to the Contracting Officer with each invoice request. Provide an updated Submittal Register monthly regardless of whether an invoice is submitted or as required by the COR.

#### 1.9 SCHEDULING

Submittals covering component items forming a system or items that are interrelated must be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings must be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) must be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

Schedule and submit concurrent submittals covering component items forming a system or items that are interrelated. Include certifications to be submitted with the pertinent drawings at the same time. No delay damages or time extensions will be allowed for time lost in late submittals.

- a. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential resubmittal of requirements.
- b. Submittals called for by the contract documents will be listed on the register. If a submittal is called for but does not pertain to the contract work, the Contractor is to include the submittal in the register and annotate it "N/A" with a brief explanation. Approval by the Contracting Officer does not relieve the Contractor of supplying submittals required by the contract documents but which have been omitted from the register or marked "N/A".

- c. Re-submit register and annotate monthly by the Contractor with actual submission and approval dates. When all items on the register have been fully approved, no further re-submittal is required.
- d. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register".

#### 1.10 DEVIATIONS

Submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 must be checked. Set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

#### 1.11 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being coded in RMS. If rejected the Government will provide a comment sheet in RMS detailing the deficiencies.

#### 1.12 INFORMATION ONLY SUBMITTALS

Submittals without a "G" designation must be certified by the QC manager and submitted to the Contracting Officer for information-only. Approval of the Contracting Officer is not required on information only submittals. The Contracting Officer will mark "receipt acknowledged" on submittals for information and will return only the transmittal cover sheet to the Contractor. Normally, submittals for information only will not be returned. However, the Government reserves the right to return unsatisfactory submittals and require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

#### 1.13 VARIATIONS

Variations from contract requirements require Government approval pursuant to contract Clause FAR 52.236-21 Specifications and Drawings for Construction, and will be considered where advantageous to the Government.

##### 1.13.1 Considering Variations

Discussion of variations with the Contracting Officer before submission will help ensure that functional and quality requirements are met and minimize rejections and resubmittals. When contemplating a variation that results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

Specifically point out variations from contract requirements in transmittal letters. Failure to point out variations may cause the Government to require rejection and removal of such work at no additional



cost to the Government.

#### 1.13.2 Proposing Variations

When proposing variation, deliver written request to the Contracting Officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to Government, including the DOR's written analysis and approval. If lower cost is a benefit, also include an estimate of the cost savings. In addition to documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

Check the column "variation" of ENG Form 4025 for submittals which include proposed deviations requested by the Contractor. Set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

#### 1.13.3 Warranting that Variations are Compatible

When delivering a variation for approval, the Contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

#### 1.13.4 Review Schedule Extension

In addition to the normal submittal review period, a period of 10 business days will be allowed for the Government to consider submittals with variations.

#### 1.14 GOVERNMENT APPROVING AUTHORITY

When the approving authority is the Contracting Officer, the Government will:

- a. Note the date on which the submittal was received.
- b. Review submittals for approval within the scheduling period specified and only for conformance with project design concepts and compliance with contract documents.
- c. Identify returned submittals with one of the actions defined in paragraph REVIEW NOTATIONS and with comments and markings appropriate for the action indicated.

Upon completion of review of submittals requiring Government approval, code submittals in RMS. Coded submittals can be accessed by the Contractor in RMS-CM.

#### 1.15 DISAPPROVED SUBMITTALS

Make corrections required by the Contracting Officer. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications, give notice to the Contracting Officer as required under the FAR clause titled CHANGES. The Contractor is responsible for the dimensions and design of connection details and the construction of work. Failure to point out variations may cause the Government to require rejection and removal of such work at the Contractor's expense.

If changes are necessary to submittals, make such revisions and resubmit in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

#### 1.16 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals is not to be construed as a complete check, and indicates only that the general method of construction, materials, detailing, and other information are satisfactory.

Approval or acceptance by the Government for a submittal does not relieve the Contractor of the responsibility for meeting the contract requirements or for any error that may exist, because under the Quality Control (QC) requirements of this contract, the Contractor is responsible for ensuring information contained within each submittal accurately conforms with the requirements of the contract documents.

After submittals have been approved or accepted by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

#### 1.17 APPROVED SAMPLES

Approval of a sample is only for the characteristics or use named in such approval and is not to be construed to change or modify any contract requirements. Before submitting samples, provide assurance that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

Match the approved samples for materials and equipment incorporated in the work. If requested, approved samples, including those that may be damaged in testing, will be returned to the Contractor, at its expense, upon completion of the contract. Unapproved samples will also be returned to the Contractor at its expense, if so requested.

Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make as that material. The Government reserves the right to disapprove any material or equipment that has previously proved unsatisfactory in service.

Samples of various materials or equipment delivered on the site or in place may be taken by the Contracting Officer for testing. Samples failing to meet contract requirements will automatically void previous approvals. Replace such materials or equipment to meet contract requirements.

Approval of the Contractor's samples by the Contracting Officer does not relieve the Contractor of his responsibilities under the contract.

#### 1.18 STAMPS

Stamps on the submittal data to certify that the submittal meets contract requirements are to be similar to the following:



CONTRACTOR
(Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheet (s)
SIGNATURE: _____
TITLE: _____
DATE: _____

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

U.S. Army Corps of Engineers (USACE)  
**TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR  
 MANUFACTURER'S CERTIFICATES OF COMPLIANCE**

For use of this form, see ER 415-1-10; the proponent agency is CECW-CE.

DATE

TRANSMITTAL NO.

**SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS** *(This section will be initiated by the contractor)*

TO:	FROM:	CONTRACT NO.	CHECK ONE: <input type="checkbox"/> THIS IS A NEW TRANSMITTAL <input type="checkbox"/> THIS IS A RESUBMITTAL OF TRANSMITTAL _____
-----	-------	--------------	--

SPECIFICATION SEC. NO. <i>(Cover only one section with each transmittal)</i>	PROJECT TITLE AND LOCATION	THIS TRANSMITTAL IS FOR: <i>(Check one)</i> <input type="checkbox"/> FIO <input type="checkbox"/> GA <input type="checkbox"/> DA <input type="checkbox"/> CR <input type="checkbox"/> DA/CR <input type="checkbox"/> DA/GA
--	----------------------------	---

ITEM NO. <i>(See Note 3)</i>  a.	DESCRIPTION OF SUBMITTAL ITEM <i>(Type size, model number/etc.)</i>  b.	SUBMITTAL TYPE CODE <i>(See Note 8)</i>  c.	NO. OF COPIES  d.	CONTRACT DOCUMENT REFERENCE		CONTRACTOR REVIEW CODE  g.	VARIATION Enter "Y" if requesting a variation <i>(See Note 6)</i> h.	USACE ACTION CODE <i>(Note 9)</i>  i.
				SPEC. PARA. NO.  e.	DRAWING SHEET NO.  f.			

REMARKS

I certify that the above submitted items had been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.

NAME OF CONTRACTOR

SIGNATURE OF CONTRACTOR

**SECTION II - APPROVAL ACTION**

ENCLOSURES RETURNED <i>(List by item No.)</i>	NAME AND TITLE OF APPROVING AUTHORITY	SIGNATURE OF APPROVING AUTHORITY	DATE
---	---------------------------------------	----------------------------------	------

## INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each Transmittal shall be numbered consecutively. The Transmittal Number typically includes two parts separated by a dash (-). The first part is the specification section number. The second part is a sequential number for the submittals under that spec section. If the Transmittal is a resubmittal, then add a decimal point to the end of the original Transmittal Number and begin numbering the resubmittal packages sequentially after the decimal.
3. The "Item No." for each entry on this form will be the same "Item No." as indicated on ENG FORM 4288-R.
4. Submittals requiring expeditious handling will be submitted on a separate ENG Form 4025-R.
5. Items transmitted on each transmittal form will be from the same specification section. Do not combine submittal information from different specification sections in a single transmittal.
6. If the data submitted are intentionally in variance with the contract requirements, indicate a variation in column h, and enter a statement in the Remarks block describing the detailed reason for the variation.
7. ENG Form 4025-R is self-transmitting - a letter of transmittal is not required.
8. When submittal items are transmitted, indicate the "Submittal Type" (*SD-01 through SD-11*) in column c of Section I.  
Submittal types are the following:

SD-01 - Preconstruction	SD-02 - Shop Drawings	SD-03 - Product Data	SD-04 - Samples	SD-05 - Design Data	SD-06 - Test Reports
SD-07 - Certificates	SD-08 - Manufacturer's Instructions	SD-09 - Manufacturer's Field Reports	SD-10 - O&M Data	SD-11 - Closeout	
9. For each submittal item, the Contractor will assign Submittal Action Codes in column g of Section I. The U.S. Army Corps of Engineers approving authority will assign Submittal Action Codes in column i of Section I. The Submittal Action Codes are:

A -- Approved as submitted.	F -- Receipt acknowledged.
B -- Approved, except as noted on drawings. Resubmission not required.	X -- Receipt acknowledged, does not comply with contract requirements, as noted.
C -- Approved, except as noted on drawings. Refer to attached comments. Resubmission required.	G -- Other action required ( <i>Specify</i> )
D -- Will be returned by separate correspondence.	K -- Government concurs with intermediate design. ( <i>For D-B contracts</i> )
E -- Disapproved. Refer to attached comments.	R -- Design submittal is acceptable for release for construction. ( <i>For D-B contracts</i> )
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract.

# SUBMITTAL REGISTER

CONTRACT NO.  
W912P622B0007

TITLE AND LOCATION						CONTRACTOR											
Independence Hill Conservancy District Sewer, Lake Co., IN																	
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH #	GOVT CLASS S I F I C A T I O N A / E R E V I O W N R	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/  DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 10 00	SD-01 Preconstruction Submittals														
			Construction Schedule	1.7	G CS												
			Condition of Existing Structures	1.11	G CS												
			Coordination with Others	1.16	G CS												
			Drug Free Workplace	1.5													
			List of E-Verified/Eligible Candidates	1.25.2	G GSE												
			SD-06 Test Reports														
			Construction Progress	1.8	G CS												
			Photographs														
			Progress Meeting Minutes	1.23	G CS												
			SD-11 Closeout Submittals														
			Construction Complete	1.8.2	G CS												
			Photographs														
		01 11 00	SD-01 Preconstruction Submittals														
			Ingress And Egress Plan	1.4.6	G AE												
			Plan Of Operations	1.4	G AE												
			Bypass Plan	1.4.5	G AE												
		01 33 00	SD-01 Preconstruction Submittals														
			Submittal Register	1.8	G CS												
		01 35 26	SD-01 Preconstruction Submittals														
			APP - Construction	1.6.1	G CS												
			Dive Operations Plan	1.15	G CS												
			Accident Prevention Plan (APP)	1.6	G CS												
			SD-06 Test Reports														
			Monthly Exposure Reports	1.4													

# SUBMITTAL REGISTER

CONTRACT NO.  
W912P622B0007

TITLE AND LOCATION

Independence Hill Conservancy District Sewer, Lake Co., IN

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	DATE RCD FRM APPR AUTH	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 35 26	Notifications and Reports	1.11													
			Accident Reports	1.11.2	G CS												
			LHE Inspection Reports	1.11.3													
			SD-07 Certificates														
			Crane Operators/Riggers	1.5.1.5													
			Standard Lift Plan	1.6.3.2	G CS												
			Critical Lift Plan	1.6.3.3	G CS												
			Naval Architecture Analysis	1.6.3.4	G CS												
			Activity Hazard Analysis (AHA)	1.7													
			Confined Space Entry Permit	1.8.1													
			Hot Work Permit	1.8.1													
			Certificate of Compliance	1.11.4													
			License Certificates	1.13													
			Radiography Operation Planning	1.13.1	G CS												
			Work Sheet														
			Portable Gauge Operations	1.13.1	G CS												
			Planning Worksheet														
		01 45 00.00 10	SD-01 Preconstruction Submittals														
			Contractor Quality Control (CQC)	3.2	G CS												
			Plan														
			SD-06 Test Reports														
			Verification Statement	3.9.2													
		01 50 00	SD-01 Preconstruction Submittals														
			Construction Site Plan	1.3	G CS												
			Traffic Control Plan	3.3.1	G CS												
			Haul Road Plan	2.2.1	G CS												



# SUBMITTAL REGISTER

CONTRACT NO.  
W912P622B0007

TITLE AND LOCATION						CONTRACTOR											
Independence Hill Conservancy District Sewer, Lake Co., IN																	
ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 50 00	Contractor Computer Cybersecurity Compliance Statements	1.5.1.4	G GSE												
			Contractor Temporary Network Cybersecurity Compliance Statements	1.5.6	G GSE												
		01 57 20.02 03	SD-01 Preconstruction Submittals Environmental Protection Plan	1.7	G DH												
		01 58 00	SD-02 Shop Drawings Sign Legend Orders	1.3.1	G CS												
		01 78 00	SD-03 Product Data As-Built Record of Equipment and Materials	1.9.1													
			Warranty Management Plan	1.12.1													
			Warranty Tags	1.12.5													
			Final Cleaning	1.14													
			Spare Parts Data	1.10													
			SD-08 Manufacturer's Instructions Preventative Maintenance	1.11													
			Condition Monitoring (Predictive Testing)	1.11													
			Inspection	1.11													
			Instructions	1.12.1													
			SD-10 Operation and Maintenance Data														

# SUBMITTAL REGISTER

CONTRACT NO.  
W912P622B0007

TITLE AND LOCATION

Independence Hill Conservancy District Sewer, Lake Co., IN

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	CLASSIFICATION	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION	DATE RCD FRM APPR AUTH	
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01 78 00	Operation and Maintenance Manuals	1.13	G CS	AE											
			SD-11 Closeout Submittals														
			Intermediate Working CAD Drawing Submittal	1.6													
			Final CAD Drawing Submittal	1.7.1													
			Final CAD Drawing Backcheck Submittal	1.7.2	G CS	AE											
			Final Approved Shop Drawings	1.7.4	G CS	AE											
			Final Approved Specifications	1.7.4.1	G CS	AE											
		22 05 83.63	SD-03 Product Data														
			Installation Equipment	2.1	G AE												
			CIPP Lining Tube	2.2.3	G AE												
			Epoxy Resin	2.1	G AE												
			Liner Materials	2.1	G AE												
			SD-08 Manufacturer's Instructions														
			CIPP Manufacturer's Written Installation Instructions	3.2													
			SD-11 Closeout Submittals														
			Report Summarizing The Extent Of the Pipe Lining Performed	3.2	G AE												
			Pre-Lining Inspection	3.2													
			Post-Lining Inspection	3.2													
			Manufacturer's Warranty	1.4													
			Record Drawings	3.2													
		33 01 30.16	SD-01 Preconstruction Submittals														

## SUBMITTAL REGISTER

CONTRACT NO.  
W912P622B0007

### TITLE AND LOCATION

Independence Hill Conservancy District Sewer, Lake Co., IN

CONTRACTOR

[illegible]

## SECTION TABLE OF CONTENTS

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## SECTION 01 35 26

## GOVERNMENTAL SAFETY REQUIREMENTS

**11/20, CHG 3: 02/22**

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- 1.2.5 Competent Person, Fall Protection
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GOVERNMENTAL SAFETY REQUIREMENTS  
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## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)

ASME B30.3	(2020) Tower Cranes
ASME B30.5	(2021) Mobile and Locomotive Cranes
ASME B30.7	(2021) Winches
ASME B30.8	(2020) Floating Cranes and Floating Derricks
ASME B30.9	(2018) Slings
ASME B30.20	(2018) Below-the-Hook Lifting Devices
ASME B30.22	(2016) Articulating Boom Cranes
ASME B30.23	(2016) Personnel Lifting Systems Safety Standard for Cableways, Cranes, Derricks, Hoists, Hooks, Jacks, and Slings
ASME B30.26	(2015; R 2020) Rigging Hardware

## AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)

ASSP A10.22	(2007; R 2017) Safety Requirements for Rope-Guided and Non-Guided Workers' Hoists
ASSP A10.34	(2021) Protection of the Public on or Adjacent to Construction Sites
ASSP A10.44	(2020) Control of Energy Sources (Lockout/Tagout) for Construction and Demolition Operations
ASSP Z244.1	(2016) The Control of Hazardous Energy Lockout, Tagout and Alternative Methods
ASSP Z359.0	(2018) Definitions and Nomenclature Used for Fall Protection and Fall Arrest
ASSP Z359.1	(2020) The Fall Protection Code
ASSP Z359.2	(2017) Minimum Requirements for a

## Comprehensive Managed Fall Protection Program

- ASSP Z359.3 (2019) Safety Requirements for Lanyards and Positioning Lanyards
- ASSP Z359.4 (2013) Safety Requirements for Assisted-Rescue and Self-Rescue Systems, Subsystems and Components
- ASSP Z359.6 (2016) Specifications and Design Requirements for Active Fall Protection Systems
- ASSP Z359.7 (2019) Qualification and Verification Testing of Fall Protection Products
- ASSP Z359.11 (2014) Safety Requirements for Full Body Harnesses
- ASSP Z359.12 (2019) Connecting Components for Personal Fall Arrest Systems
- ASSP Z359.13 (2013) Personal Energy Absorbers and Energy Absorbing Lanyards
- ASSP Z359.14 (2014) Safety Requirements for Self-Retracting Devices for Personal Fall Arrest and Rescue Systems
- ASSP Z359.15 (2014) Safety Requirements for Single Anchor Lifelines and Fall Arresters for Personal Fall Arrest Systems
- ASSP Z359.16 (2016) Safety Requirements for Climbing Ladder Fall Arrest Systems
- ASSP Z359.18 (2017) Safety Requirements for Anchorage Connectors for Active Fall Protection Systems

## ASTM INTERNATIONAL (ASTM)

- ASTM F855 (2019) Standard Specifications for Temporary Protective Grounds to Be Used on De-energized Electric Power Lines and Equipment

## INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

- IEEE 1048 (2016) Guide for Protective Grounding of Power Lines
- IEEE C2 (2017; Errata 1-2 2017; INT 1 2017) National Electrical Safety Code

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

- NFPA 10 (2022) Standard for Portable Fire



## Extinguishers

- NFPA 51B (2019; TIA 20-1) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
- NFPA 70 (2020; ERTA 20-1 2020; ERTA 20-2 2020; TIA 20-1; TIA 20-2; TIA 20-3; TIA 20-4) National Electrical Code
- NFPA 70E (2021) Standard for Electrical Safety in the Workplace
- NFPA 241 (2022) Standard for Safeguarding Construction, Alteration, and Demolition Operations

## TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA)

- TIA-222 (2018H; Add 1 2019) Structural Standard for Antenna Supporting Structures and Antennas and Small Wind Turbine Support Structures
- TIA-1019 (2012; R 2016) Standard for Installation, Alteration and Maintenance of Antenna Supporting Structures and Antennas

## U.S. ARMY CORPS OF ENGINEERS (USACE)

- EM 385-1-1 (2014) Safety -- Safety and Health Requirements Manual

## U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

- 10 CFR 20 Standards for Protection Against Radiation
- 29 CFR 1910 Occupational Safety and Health Standards
- 29 CFR 1910.146 Permit-required Confined Spaces
- 29 CFR 1910.147 The Control of Hazardous Energy (Lock Out/Tag Out)
- 29 CFR 1910.333 Selection and Use of Work Practices
- 29 CFR 1915 Confined and Enclosed Spaces and Other Dangerous Atmospheres in Shipyard Employment
- 29 CFR 1915.89 Control of Hazardous Energy (Lockout/Tags-Plus)
- 29 CFR 1926 Safety and Health Regulations for Construction
- 29 CFR 1926.16 Rules of Construction
- 29 CFR 1926.450 Scaffolds

29 CFR 1926.500	Fall Protection
29 CFR 1926.552	Material Hoists, Personal Hoists, and Elevators
29 CFR 1926.553	Base-Mounted Drum Hoists
29 CFR 1926.1400	Cranes and Derricks in Construction
49 CFR 173	Shippers - General Requirements for Shipments and Packagings
CPL 02-01-056	(2014) Inspection Procedures for Accessing Communication Towers by Hoist
CPL 2.100	(1995) Application of the Permit-Required Confined Spaces (PRCS) Standards, 29 CFR 1910.146

## 1.2 DEFINITIONS

### 1.2.1 Competent Person (CP)

The CP is a person designated in writing, who, through training, knowledge and experience, is capable of identifying, evaluating, and addressing existing and predictable hazards in the working environment or working conditions that are dangerous to personnel, and who has authorization to take prompt corrective measures with regards to such hazards.

### 1.2.2 Competent Person, Confined Space

The CP, Confined Space, is a person meeting the competent person requirements as defined EM 385-1-1 Appendix Q, with thorough knowledge of OSHA's Confined Space Standard, 29 CFR 1910.146, and designated in writing to be responsible for the immediate supervision, implementation and monitoring of the confined space program, who through training, knowledge and experience in confined space entry is capable of identifying, evaluating and addressing existing and potential confined space hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

### 1.2.3 Competent Person, Cranes and Rigging

The CP, Cranes and Rigging, as defined in EM 385-1-1 Appendix Q, is a person meeting the competent person requirements, who has been designated in writing to be responsible for the immediate supervision, implementation and monitoring of the Crane and Rigging Program, who through training, knowledge and experience in crane and rigging is capable of identifying, evaluating and addressing existing and potential hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

### 1.2.4 Competent Person, Excavation/Trenching

A CP, Excavation/Trenching, is a person meeting the competent person requirements as defined in EM 385-1-1 Appendix Q and 29 CFR 1926, who has been designated in writing to be responsible for the immediate supervision, implementation and monitoring of the excavation/trenching program, who through training, knowledge and experience in

excavation/trenching is capable of identifying, evaluating and addressing existing and potential hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

#### 1.2.5 Competent Person, Fall Protection

The CP, Fall Protection, is a person meeting the competent person requirements as defined in EM 385-1-1 Appendix Q and in accordance with ASSP Z359.0, who has been designated in writing by the employer to be responsible for immediate supervising, implementing and monitoring of the fall protection program, who through training, knowledge and experience in fall protection and rescue systems and equipment, is capable of identifying, evaluating and addressing existing and potential fall hazards and, who has the authority to take prompt corrective measures with regard to such hazards.

#### 1.2.6 Competent Person, Scaffolding

The CP, Scaffolding is a person meeting the competent person requirements in EM 385-1-1 Appendix Q, and designated in writing by the employer to be responsible for immediate supervising, implementing and monitoring of the scaffolding program. The CP for Scaffolding has enough training, knowledge and experience in scaffolding to correctly identify, evaluate and address existing and potential hazards and also has the authority to take prompt corrective measures with regard to these hazards. CP qualifications must be documented including experience on the specific scaffolding systems/types being used, assessment of the base material that the scaffold will be erected upon, load calculations for materials and personnel, and erection and dismantling. The CP for scaffolding must have a documented minimum of 8-hours of scaffold training to include training on the specific type of scaffold being used (e.g. mast-climbing, adjustable, tubular frame), in accordance with EM 385-1-1 Section 22.B.02.

#### 1.2.7 Competent Person (CP) Trainer

A competent person trainer as defined in EM 385-1-1 Appendix Q, who is qualified in the training material presented, and who possesses a working knowledge of applicable technical regulations, standards, equipment and systems related to the subject matter on which they are training Competent Persons. A competent person trainer must be familiar with the typical hazards and the equipment used in the industry they are instructing. The training provided by the competent person trainer must be appropriate to that specific industry. The competent person trainer must evaluate the knowledge and skills of the competent persons as part of the training process.

#### 1.2.8 High Risk Activities

High Risk Activities are activities that involve work at heights, crane and rigging, excavations and trenching, scaffolding, electrical work, and confined space entry.

#### 1.2.9 High Visibility Accident

A High Visibility Accident is any mishap which may generate publicity or high visibility.

#### 1.2.10 Load Handling Equipment (LHE)

LHE is a term used to describe cranes, hoists and all other hoisting equipment (hoisting equipment means equipment, including crane, derricks, hoists and power operated equipment used with rigging to raise, lower or horizontally move a load).

#### 1.2.11 Medical Treatment

Medical Treatment is treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even when provided by a physician or registered personnel.

#### 1.2.12 Near Miss

A Near Miss is a mishap resulting in no personal injury and zero property damage, but given a shift in time or position, damage or injury may have occurred (e.g., a worker falls off a scaffold and is not injured; a crane swings around to move the load and narrowly misses a parked vehicle).

#### 1.2.13 Operating Envelope

The Operating Envelope is the area surrounding any crane or load handling equipment. Inside this "envelope" is the crane, the operator, riggers and crane walkers, other personnel involved in the operation, rigging gear between the hook, the load, the crane's supporting structure (i.e. ground or rail), the load's rigging path, the lift and rigging procedure.

#### 1.2.14 Qualified Person (QP)

The QP is a person designated in writing, who, by possession of a recognized degree, certificate, or professional standing, or extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems related to the subject matter, the work, or the project.

#### 1.2.15 Qualified Person, Fall Protection (QP for FP)

A QP for FP is a person meeting the definition requirements of [EM 385-1-1](#) Appendix Q, and [ASSP Z359.2](#) standard, having a recognized degree or professional certificate and with extensive knowledge, training and experience in the fall protection and rescue field who is capable of designing, analyzing, and evaluating and specifying fall protection and rescue systems.

#### 1.2.16 Recordable Injuries or Illnesses

Recordable Injuries or Illnesses are any work-related injury or illness that results in:

- a. Death, regardless of the time between the injury and death, or the length of the illness;
- b. Days away from work (any time lost after day of injury/illness onset);
- c. Restricted work;
- d. Transfer to another job;

- e. Medical treatment beyond first aid;
- f. Loss of consciousness; or
- g. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (a) through (f) above

#### 1.2.17 Government Property and Equipment

Interpret "USACE" property and equipment specified in USACE EM 385-1-1 as Government property and equipment.

#### 1.2.18 Load Handling Equipment (LHE) Accident or Load Handling Equipment Mishap

A LHE accident occurs when any one or more of the eight elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; or collision, including unplanned contact between the load, crane, or other objects. A dropped load, derailment, two-blocking, overload and collision are considered accidents, even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, or roll over). Document an LHE mishap using the Crane High Hazard working group mishap reporting form.

#### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for Contractor Quality Control approval.. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

##### SD-01 Preconstruction Submittals

APP - Construction; G, CS

Dive Operations Plan; G, CS

Accident Prevention Plan (APP); G, CS

##### SD-06 Test Reports

Monthly Exposure Reports

Notifications and Reports

Accident Reports; G, CS

LHE Inspection Reports

##### SD-07 Certificates

Crane Operators/Riggers

Standard Lift Plan; G, CS

Critical Lift Plan ; G, CS

Naval Architecture Analysis; G, CS

Activity Hazard Analysis (AHA)

Confined Space Entry Permit

Hot Work Permit

Certificate of Compliance

License Certificates

Radiography Operation Planning Work Sheet; G, CS

Portable Gauge Operations Planning Worksheet; G, CS

#### 1.4 MONTHLY EXPOSURE REPORTS

Provide a Monthly Exposure Report and attach to the monthly billing request. This report is a compilation of employee-hours worked each month for all site workers, both Prime and subcontractor. Failure to submit the report may result in retention of up to 10 percent of the voucher.

#### 1.5 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

##### 1.5.1 Personnel Qualifications

##### 1.5.1.1 Site Safety and Health Officer (SSHO)

Provide an SSHO that meets the requirements of EM 385-1-1 Section 1. The SSHO must ensure that the requirements of 29 CFR 1926.16 are met for the project. Provide a Safety oversight team that includes a minimum of one person at each project site to function as the Site Safety and Health Officer (SSHO). The SSHO or an equally-qualified Alternate SSHO must be at the work site at all times to implement and administer the Contractor's safety program and Government-accepted Accident Prevention Plan. The SSHO and Alternate SSHO must have the required training, experience, and qualifications in accordance with EM 385-1-1 Section 01.A.17, and all associated sub-paragraphs.

If the SSHO is off-site for a period longer than 24 hours, an equally-qualified alternate SSHO must be provided and must fulfill the same roles and responsibilities as the primary SSHO. When the SSHO is temporarily (up to 24 hours) off-site, a Designated Representative (DR), as identified in the AHA may be used in lieu of an Alternate SSHO, and must be on the project site at all times when work is being performed. Note that the DR is a collateral duty safety position, with safety duties in addition to their full time occupation.

#### 1.5.1.1.1 Additional Site Safety and Health Officer (SSHO) Requirements and Duties

The SSHO may not serve as the Quality Control Manager. The SSHO may serve as the Superintendent.

#### 1.5.1.2 Competent Person Qualifications

Provide Competent Persons in accordance with EM 385-1-1, Appendix Q and herein. Competent Persons for high risk activities include confined space, cranes and rigging, excavation/trenching, fall protection, and electrical work. The CP for these activities must be designated in writing, and meet the requirements for the specific activity (i.e. competent person, fall protection).

The Competent Person identified in the Contractor's Safety and Health Program and accepted Accident Prevention Plan, must be on-site at all times when the work that presents the hazards associated with their professional expertise is being performed. Provide the credentials of the Competent Persons(s) to the Contracting Officer for information in consultation with the Safety Office.

##### 1.5.1.2.1 Competent Person for Confined Space Entry

Provide a Confined Space (CP) Competent Person who meets the requirements of EM 385-1-1, Appendix Q, and herein. The CP for Confined Space Entry must supervise the entry into each confined space in accordance with EM 385-1-1, Section 34.

##### 1.5.1.2.2 Competent Person for Scaffolding

Provide a Competent Person for Scaffolding who meets the requirements of EM 385-1-1, Section 22.B.02 and herein.

##### 1.5.1.2.3 Competent Person for Fall Protection

Provide a Competent Person for Fall Protection who meets the requirements of EM 385-1-1, Section 21.C.04, 21.B.03, and herein.

#### 1.5.1.3 Qualified Trainer Requirements

Individuals qualified to instruct the 40 hour contract safety awareness course, or portions thereof, must meet the definition of a Competent Person Trainer, and, at a minimum, possess a working knowledge of the following subject areas: EM 385-1-1, Electrical Standards, Lockout/Tagout, Fall Protection, Confined Space Entry for Construction; Excavation, Trenching and Soil Mechanics, and Scaffolds in accordance with 29 CFR 1926.450, Subpart L.

Instructors are required to:

- a. Prepare class presentations that cover construction-related safety requirements.
- b. Ensure that all attendees attend all sessions by using a class roster signed daily by each attendee. Maintain copies of the roster for at least five years. This is a certification class and must be attended 100 percent. In cases of emergency where an attendee cannot make it to a session, the attendee can make it up in another class session for the same subject.

- c. Update training course materials whenever an update of the EM 385-1-1 becomes available.
- d. Provide a written exam of at least 50 questions. Students are required to answer 80 percent correctly to pass.
- e. Request, review and incorporate student feedback into a continuous course improvement program.

#### 1.5.1.4 Dredging Contract Requirements

##### 1.5.1.4.1 Dredging Safety Personnel Requirements

- a. Provide a minimum of one full time SSHO assigned per project site for the primary working shift.
- b. For a project involving multiple work shifts, provide one full-time SSHO for each additional shift.
- c. For individual dredging projects or sites with a dredge crew and fill crew on watch of eight employees or less, a CDSO must be appointed, instead of an SSHO. The CDSO assumes the same responsibilities as a full-time SSHO.
- d. An example of one dredging project site is reflected in each of the following:
  - (1) a mechanical dredge, tug(s) and scow(s), scow route, and material placement site; or
  - (2) a hydraulic pipeline dredge, attendant plant, and material placement site; or,
  - (3) a hopper dredge (include land-based material placement site - if applicable.)
- e. For Hopper Dredges with the U.S. Coast Guard, documented crews may designate an officer as a Collateral Duty Safety Officer (CDSO) instead of having a full-time SSHO onboard if the officer meets the SSHO training and experience requirements.

##### 1.5.1.4.2 SSHO Requirements for Dredging

- a. In addition to requirements stated elsewhere in this specification, an individual serving as a SSHO must be present at the project site, located so that they have full mobility and reasonable access to all major work operations, for at least one shift in each 24 hour period when work is being performed. The SSHO must be available during their shift for immediate verbal consultation and notification, either by phone or radio.
- b. The SSHO is a full-time, dedicated position, except as noted above, who must report to a senior project (or corporate) official. When the SSHO is permitted to be a collateral duty, the SSHO is not permitted to be in another position requiring continuous mechanical or equipment operations, such as equipment operators.
- c. The SSHO must inspect all work areas and operations during initial



set-up and at least monthly observe and provide personal oversight on each shift during dredging operations for projects with many work sites, more often for those with less work sites.

#### 1.5.1.4.3 Collateral Duty Safety Officer (CDSO) Requirements for Dredging

- a. A CDSO is an individual who is assigned collateral duty safety responsibilities in addition to their full-time occupation, and who supports and supplements the SSHO efforts in managing, implementing and enforcing the Contractor's Safety and Health Program. The assigned CDSO must be an individual(s) with work oversight responsibilities, such as master, mate, fill foreman, or superintendent. A CDSO must not be an employee responsible for continuous mechanical or equipment operations, such as an equipment operator.
- b. A CDSO performs safety program tasks as assigned by the SSHO and must report safety findings to the SSHO. The SSHO must document results of safety findings and provide information for inclusion in the CQC reports to the Contracting Officer.

#### 1.5.1.4.4 Safety Personnel Training Requirements for Dredging

A SSHO and a CDSO for dredging Contracts must take either a formal classroom or online OSHA 30-hour Construction Safety Course, or an equivalent 30 hours of formal classroom or online safety and health training covering the subjects of the OSHA 30-hour Course in accordance with [EM 385-1-1](#) Appendix A, paragraph 3.d.(3), applicable to dredging work, and given by qualified instructors. In exception to [EM 385-1-1](#), Section 01.A.17, comply with the following:

- a. The SSHO must maintain competency through having taken 8 hours of formal classroom or online safety and health related coursework every year. Hours spent as an instructor in such courses will be considered the same as attending them, but each course only gets credit once (for example, instructing a 1-hour asbestos awareness course five times in a year provides one hour credit for training).
- b. The SSHO and a CDSO must have a minimum of three years of experience within the past five years in one of the following:
  - (1) Supervising/managing dredging activities
  - (2) Supervising/managing marine construction activities
  - (3) Supervising/managing land-based construction activities
  - (4) Work managing safety programs or processes
  - (5) Conducting hazard analyses and developing controls in activities or environments with similar hazards

#### 1.5.1.5 Crane Operators/Riggers

Provide Operators, Signal Persons, and Riggers meeting the requirements in [EM 385-1-1](#), Section 15.B for Riggers and Section 16.B for Crane Operators and Signal Persons. In addition, for mobile cranes with Original Equipment Manufacturer (OEM) rated capacities of [50,000 pounds](#) or greater, designate crane operators qualified by a source that qualifies crane

operators (i.e., union, a Government agency, or an organization that tests and qualifies crane operators). Provide proof of current qualification.

#### 1.5.2 Personnel Duties

##### 1.5.2.1 Duties of the Site Safety and Health Officer (SSHO)

The SSHO must:

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Contractors' daily production report.
- b. Conduct mishap investigations and complete required accident reports. Report mishaps and near misses.
- c. Use and maintain OSHA's Form 300 to log work-related injuries and illnesses occurring on the project site for Prime Contractors and subcontractors, and make available to the Contracting Officer upon request. Post and maintain the Form 300A on the site Safety Bulletin Board.
- d. Maintain applicable safety reference material on the job site.
- e. Attend the pre-construction conference, pre-work meetings including preparatory meetings, and periodic in-progress meetings.
- f. Review the APP and AHAs for compliance with EM 385-1-1, and approve, sign, implement and enforce them.
- g. Establish a Safety and Occupational Health (SOH) Deficiency Tracking System that lists and monitors outstanding deficiencies until resolution.
- h. Ensure subcontractor compliance with safety and health requirements.
- i. Maintain a list of hazardous chemicals on site and their material Safety Data Sheets (SDS).
- j. Maintain a weekly list of high hazard activities involving energy, equipment, excavation, entry into confined space, and elevation, and be prepared to discuss details during QC Meetings.
- k. Provide and keep a record of site safety orientation and indoctrination for Contractor employees, subcontractor employees, and site visitors.

Superintendent, QC Manager, and SSHO are subject to dismissal if the above or any other required duties are not being effectively carried out. If either the Superintendent, QC Manager, or SSHO are dismissed, project work will be stopped and will not be allowed to resume until a suitable replacement is approved and the above duties are again being effectively carried out.

### 1.5.3 Meetings

#### 1.5.3.1 Preconstruction Conference

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the project must attend the preconstruction conference. This includes the project superintendent, Site Safety and Occupational Health Officer, quality control manager, or any other assigned safety and health professionals who participated in the development of the APP (including the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it).
- b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the Contract. This list of proposed AHAs will be reviewed and an agreement will be reached between the Contractor and the Contracting Officer as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, and Government review of AHAs to preclude project delays.
- c. Deficiencies in the submitted APP, identified during the Contracting Officer's review, must be corrected, and the APP re-submitted for review prior to the start of construction. Work is not permitted to begin until an APP is established that is acceptable to the Contracting Officer.

#### 1.5.3.2 Safety Meetings

Conduct safety meetings to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent Safety and Occupational Health (SOH) training and motivation. Conduct meetings at least once a month for all supervisors at the project location. The SSHO, supervisors, foremen, or CDSOs must conduct meetings at least once a week for the trade workers. Document meeting minutes to include the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Maintain documentation on-site and furnish copies to the Contracting Officer on request. Notify the Contracting Officer of all scheduled meetings 7 calendar days in advance.

### 1.6 ACCIDENT PREVENTION PLAN (APP)

#### 1.6.1 APP - Construction

A qualified person must prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of EM 385-1-1, Appendix A, and as supplemented herein. Cover all paragraph and subparagraph elements in EM 385-1-1, Appendix A. The APP must be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP must interface with the Contractor's overall safety and health program referenced in the APP in the applicable APP element, and made site-specific. Describe the methods to evaluate past safety performance of potential subcontractors in the selection process. Also, describe innovative methods used to ensure and monitor safe work practices of subcontractors. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of

the Contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP must be signed by an officer of the firm (Prime Contractor senior person), the individual preparing the APP, the on-site superintendent, the designated SSHO, the Contractor Quality Control Manager, and any designated Certified Safety Professional (CSP) or Certified Health Physicist (CIH). The SSHO must provide and maintain the APP and a log of signatures by each subcontractor foreman, attesting that they have read and understand the APP, and make the APP and log available on-site to the Contracting Officer. If English is not the foreman's primary language, the Prime Contractor must provide an interpreter.

Submit the APP to the Contracting Officer 15 calendar days prior to the date of the preconstruction conference for acceptance. Submit the APP to the Contracting Officer within 30 calendar days of Contract award and not less than 10 calendar days prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. Once reviewed and accepted by the Contracting Officer, the APP and attachments will be enforced as part of the Contract. Disregarding the provisions of this Contract or the accepted APP is cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Continuously review and amend the APP, as necessary, throughout the life of the Contract. Changes to the accepted APP must be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and Quality Control Manager. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered. Should any severe hazard exposure (i.e. imminent danger) become evident, stop work in the area, secure the area, and develop a plan to remove the exposure and control the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate and remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by [ASSP A10.34](#)), and the environment.

#### 1.6.2 Names and Qualifications

Provide plans in accordance with the requirements outlined in Appendix A of [EM 385-1-1](#), including the following:

- a. Names and qualifications (resumes including education, training, experience and certifications) of site safety and health personnel designated to perform work on this project to include the designated Site Safety and Health Officer and other competent and qualified personnel to be used. Specify the duties of each position.
- b. Qualifications of competent and of qualified persons. As a minimum, designate and submit qualifications of competent persons for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; and personal protective equipment and clothing to include selection, use and maintenance.

#### 1.6.3 Plans

Provide plans in the APP in accordance with the requirements outlined in Appendix A of [EM 385-1-1](#), including the following:

#### 1.6.3.1 Confined Space Entry Plan

Develop a confined or enclosed space entry plan in accordance with EM 385-1-1, applicable OSHA standards 29 CFR 1910, 29 CFR 1915, and 29 CFR 1926, OSHA Directive CPL 2.100, and any other federal, state and local regulatory requirements identified in this Contract. Identify the qualified person's name and qualifications, training, and experience. Delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions. Include procedure for rescue by Contractor personnel and the coordination with emergency responders. (If there is no confined space work, include a statement that no confined space work exists and none will be created.)

#### 1.6.3.2 Standard Lift Plan (SLP)

Plan lifts to avoid situations where the operator cannot maintain safe control of the lift. Prepare a written SLP in accordance with EM 385-1-1, Section 16.A.03, using Form 16-2 for every lift or series of lifts (if duty cycle or routine lifts are being performed). The SLP must be developed, reviewed and accepted by all personnel involved in the lift in conjunction with the associated AHA. Signature on the AHA constitutes acceptance of the plan. Maintain the SLP on the LHE for the current lift(s) being made. Maintain historical SLPs for a minimum of three months.

#### 1.6.3.3 Critical Lift Plan - Crane or Load Handling Equipment

Provide a Critical Lift Plan as required by EM 385-1-1, Section 16.H.01, using Form 16-3. In addition, Critical Lift Plans are required for the following:

- a. Lifts over 50 percent of the capacity of barge mounted mobile crane's hoist.
- b. When working around energized power lines where the work will get closer than the minimum clearance distance in EM 385-1-1 Table 16-1.
- c. For lifts with anticipated binding conditions.
- d. When erecting cranes.

##### 1.6.3.3.1 Critical Lift Plan Planning and Schedule

Critical lifts require detailed planning and additional or unusual safety precautions. Develop and submit a critical lift plan to the Contracting Officer 30 calendar days prior to critical lift. Comply with load testing requirements in accordance with EM 385-1-1, Section 16.F.03.

##### 1.6.3.3.2 Lifts of Personnel

In addition to the requirements of EM 385-1-1, Section 16.H.02, for lifts of personnel, demonstrate compliance with the requirements of 29 CFR 1926.1400 and EM 385-1-1, Section 16.T.

#### 1.6.3.4 Barge Mounted Mobile Crane Lift Plan

Provide a Naval Architecture Analysis and include an LHE Manufacturer's Floating Service Load Chart in accordance with EM 385-1-1, Section 16.L.03.

#### 1.6.3.5 Multi-Purpose Machines, Material Handling Equipment, and Construction Equipment Lift Plan

Multi-purpose machines, material handling equipment, and construction equipment used to lift loads that are suspended by rigging gear, require proof of authorization from the machine OEM that the machine is capable of making lifts of loads suspended by rigging equipment. Written approval from a qualified registered professional engineer, after a safety analysis is performed, is allowed in lieu of the OEM's approval. Demonstrate that the operator is properly trained and that the equipment is properly configured to make such lifts and is equipped with a load chart.

#### 1.6.3.6 Fall Protection and Prevention (FP&P) Plan

The plan must be in accordance with the requirements of EM 385-1-1, Section 21.D and ASSP Z359.2, be site specific, and address all fall hazards in the work place and during different phases of construction. Address how to protect and prevent workers from falling to lower levels when they are exposed to fall hazards above 6 feet. A competent person or qualified person for fall protection must prepare and sign the plan documentation. Include fall protection and prevention systems, equipment and methods employed for every phase of work, roles and responsibilities, assisted rescue, self-rescue and evacuation procedures, training requirements, and monitoring methods. Review and revise, as necessary, the Fall Protection and Prevention Plan documentation as conditions change, but at a minimum every six months, for lengthy projects, reflecting any changes during the course of construction due to changes in personnel, equipment, systems or work habits. Keep and maintain the accepted Fall Protection and Prevention Plan documentation at the job site for the duration of the project. Include the Fall Protection and Prevention Plan documentation in the Accident Prevention Plan (APP).

#### 1.6.3.7 Rescue and Evacuation Plan

Provide a Rescue and Evacuation Plan in accordance with EM 385-1-1 Section 21.N and ASSP Z359.2, and include in the FP&P Plan and as part of the APP. Include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility.

#### 1.6.3.8 Hazardous Energy Control Program (HECP)

Develop a HECP in accordance with EM 385-1-1 Section 12, 29 CFR 1910.147, 29 CFR 1910.333, 29 CFR 1915.89, ASSP Z244.1, and ASSP A10.44. Submit this HECP as part of the Accident Prevention Plan (APP). Conduct a preparatory meeting and inspection with all effected personnel to coordinate all HECP activities. Document this meeting and inspection in accordance with EM 385-1-1, Section 12.A.02. Ensure that each employee is familiar with and complies with these procedures.

#### 1.6.3.9 Excavation Plan

Identify the safety and health aspects of excavation, and provide and prepare the plan in accordance with EM 385-1-1, Section 25.A.

#### 1.6.3.10 Site Safety and Health Plan

Identify the safety and health aspects, and prepare in accordance with this section.

#### 1.6.3.11 Site Demolition Plan

Identify the safety and health aspects, and prepare in accordance with this section and referenced sources.

### 1.7 ACTIVITY HAZARD ANALYSIS (AHA)

Before beginning each activity, task or Definable Feature of Work (DFOW) involving a type of work presenting hazards not experienced in previous project operations, or where a new work crew or subcontractor is to perform the work, the Contractor(s) performing that work activity must prepare an AHA. AHAs must be developed by the Prime Contractor, subcontractor, or supplier performing the work, and provided for Prime Contractor review and approval before submitting to the Contracting Officer. AHAs must be signed by the SSHO, Superintendent, QC Manager and the subcontractor Foreman performing the work. Format the AHA in accordance with EM 385-1-1, Section 1 or as directed by the Contracting Officer. Submit the AHA for review at least 15 working days prior to the start of each activity task, or DFOW. The Government reserves the right to require the Contractor to revise and resubmit the AHA if it fails to effectively identify the work sequences, specific anticipated hazards, site conditions, equipment, materials, personnel and the control measures to be implemented.

AHAs must identify competent persons required for phases involving high risk activities, including confined entry, crane and rigging, excavations, trenching, electrical work, fall protection, and scaffolding.

#### 1.7.1 AHA Management

Review the AHA list periodically (at least monthly) at the Contractor supervisory safety meeting, and update as necessary when procedures, scheduling, or hazards change. Use the AHA during daily inspections by the SSHO to ensure the implementation and effectiveness of the required safety and health controls for that work activity.

#### 1.7.2 AHA Signature Log

Each employee performing work as part of an activity, task or DFOW must review the AHA for that work and sign a signature log specifically maintained for that AHA prior to starting work on that activity. The SSHO must maintain a signature log on site for every AHA. Provide employees whose primary language is other than English, with an interpreter to ensure a clear understanding of the AHA and its contents.

### 1.8 DISPLAY OF SAFETY INFORMATION

#### 1.8.1 Safety Bulletin Board

Prior to commencement of work, erect a safety bulletin board at the job site. Where size, duration, or logistics of project do not facilitate a bulletin board, an alternative method, acceptable to the Contracting Officer, that is accessible and includes all mandatory information for employee and visitor review, may be deemed as meeting the requirement for

a bulletin board. Include and maintain information on safety bulletin board as required by EM 385-1-1, Section 01.A.07. Additional items required to be posted include:

- a. Confined space entry permit.
- b. Hot work permit.

#### 1.8.2 Safety and Occupational Health (SOH) Deficiency Tracking System

Establish a SOH deficiency tracking system that lists and monitors the status of SOH deficiencies in chronological order. Use the tracking system to evaluate the effectiveness of the APP. A monthly evaluation of the data must be discussed in the QC or SOH meeting with everyone on the project. The list must be posted on the project bulletin board and updated daily, and provide the following information:

- a. Date deficiency identified;
- b. Description of deficiency;
- c. Name of person responsible for correcting deficiency;
- d. Projected resolution date;
- e. Date actually resolved.

#### 1.9 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in paragraph REFERENCES. Maintain applicable equipment manufacturer's manuals.

#### 1.10 EMERGENCY MEDICAL TREATMENT

Contractors must arrange for their own emergency medical treatment in accordance with EM 385-1-1. Government has no responsibility to provide emergency medical treatment.

#### 1.11 NOTIFICATIONS and REPORTS

##### 1.11.1 Mishap Notification

Notify the Contracting Officer as soon as practical, but no more than twenty-four hours, after any mishaps, including recordable accidents, incidents, and near misses, as defined in EM 385-1-1 Appendix Q, any report of injury, illness, or any property damage. For LHE or rigging mishaps, notify the Contracting Officer as soon as practical but not more than four hours after mishap. The Contractor is responsible for obtaining appropriate medical and emergency assistance and for notifying fire, law enforcement, and regulatory agencies. Immediate reporting is required for electrical mishaps, to include Arc Flash; shock; uncontrolled release of hazardous energy (includes electrical and non-electrical); load handling equipment or rigging; fall from height (any level other than same surface); and underwater diving. These mishaps must be investigated in depth to identify all causes and to recommend hazard control measures.

Within notification include Contractor name; Contract title; type of Contract; name of activity, installation or location where accident



occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (for example, type of construction equipment used and PPE used). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted. Assist and cooperate fully with the Government's investigation(s) of any mishap.

#### 1.11.2 Accident Reports

- a. Conduct an accident investigation for recordable injuries and illnesses, property damage, and near misses as defined in EM 385-1-1, to establish the root cause(s) of the accident. Complete the applicable USACE Accident Report Form 3394, and provide the report to the Contracting Officer within 5 calendar days of the accident. The Contracting Officer will provide copies of any required or special forms.
- b. Near Misses: For Army projects, report all "Near Misses" to the GDA, using local mishap reporting procedures, within 24 hrs. The Contracting Officer will provide the Contractor the required forms. Near miss reports are considered positive and proactive Contractor safety management actions.
- c. Conduct an accident investigation for any load handling equipment accident (including rigging accidents) to establish the root cause(s) of the accident. Complete the LHE Accident Report (Crane and Rigging Accident Report) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Do not proceed with crane operations until cause is determined and corrective actions have been implemented to the satisfaction of the Contracting Officer. The Contracting Officer will provide a blank copy of the accident report form.

#### 1.11.3 LHE Inspection Reports

Submit LHE inspection reports required in accordance with EM 385-1-1 and as specified herein with Daily Reports of Inspections.

#### 1.11.4 Certificate of Compliance and Pre-lift Plan/Checklist for LHE and Rigging

Provide a FORM 16-1 Certificate of Compliance for LHE entering an activity under this Contract and in accordance with EM 385-1-1. Post certifications on the crane.

Develop a Standard Lift Plan (SLP) in accordance with EM 385-1-1, Section 16.H.03 using Form 16-2 Standard Pre-Lift Crane Plan/Checklist for each lift planned. Submit SLP to the Contracting Officer for approval within 15 calendar days in advance of planned lift.

### 1.12 HOT WORK

#### 1.12.1 Permit and Personnel Requirements

Submit and obtain a written permit prior to performing "Hot Work" (i.e. welding or cutting) or operating other flame-producing/spark producing devices, from the City of Chicago. A permit is required from the Explosives Safety Office for work in and around where explosives are

processed, stored, or handled. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. Provide at least two 20 pound 4A:20 BC rated extinguishers for normal "Hot Work". The extinguishers must be current inspection tagged, and contain an approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch must be trained in accordance with NFPA 51B and remain on-site for a minimum of one hour after completion of the task or as specified on the hot work permit.

When starting work in the facility, require personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency Fire Department phone number. REPORT ANY FIRE, NO MATTER HOW SMALL, TO THE RESPONSIBLE FIRE DEPARTMENT IMMEDIATELY.

#### 1.12.2 Work Around Flammable Materials

Obtain permit approval from a NFPA Certified Marine Chemist, or Certified Industrial Hygienist for "HOT WORK" within or around flammable materials (such as fuel systems or welding/cutting on fuel pipes) or confined spaces (such as sewer wet wells, manholes, or vaults) that have the potential for flammable or explosive atmospheres.

Whenever these materials, except beryllium and chromium (VI), are encountered in indoor operations, local mechanical exhaust ventilation systems that are sufficient to reduce and maintain personal exposures to within acceptable limits must be used and maintained in accordance with manufacturer's instruction and supplemented by exceptions noted in EM 385-1-1, Section 06.H

#### 1.13 RADIATION SAFETY REQUIREMENTS

Submit License Certificates, employee training records, and Leak Test Reports for radiation materials and equipment to the Contracting Officer and Radiation Safety Office (RSO) for all specialized and licensed material and equipment proposed for use on the construction project (excludes portable machine sources of ionizing radiation including moisture density and X-Ray Fluorescence (XRF)). Maintain on-site records whenever licensed radiological materials or ionizing equipment are on Government property.

Protect workers from radiation exposure in accordance with 10 CFR 20, ensuring any personnel exposures are maintained As Low As Reasonably Achievable.

##### 1.13.1 Radiography Operation Planning Work Sheet

Submit a Gamma and X-Ray Radiography Operation Planning Work Sheet to Contracting Officer 14 days prior to commencement of operations involving radioactive materials or radiation generating devices. For portable machine sources of ionizing radiation, including moisture density and XRF, use and submit the Portable Gauge Operations Planning Worksheet instead. The Contracting Officer will review the submitted worksheet and provide questions and comments.

Contractors must use primary dosimeters process by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory.

#### 1.13.2 Site Access and Security

Coordinate site access and security requirements with the Contracting Officer for all radiological materials and equipment containing ionizing radiation that are proposed for use on a government facility. For gamma radiography materials and equipment, a Government escort is required for any travels on the Installation. The Government authorized representative will meet the Contractor at a designated location outside the Installation, ensure safety of the materials being transported, and will escort the Contractor for gamma sources onto the Installation, to the job site, and off the Installation. For portable machine sources of ionizing radiation, including moisture density and XRF, the Government authorized representative will meet the Contractor at the job site.

Provide a copy of all calibration records, and utilization records for radiological operations performed on the site.

#### 1.13.3 Loss or Release and Unplanned Personnel Exposure

Loss or release of radioactive materials, and unplanned personnel exposures must be reported immediately to the Contracting Officer, RSO, and Base Security Department Emergency Number.

#### 1.13.4 Site Demarcation and Barricade

Properly demark and barricade an area surrounding radiological operations to preclude personnel entrance, in accordance with EM 385-1-1, Nuclear Regulatory Commission, and Applicable State regulations and license requirements, and in accordance with requirements established in the accepted Radiography Operation Planning Work Sheet.

Do not close or obstruct streets, walks, and other facilities occupied and used by the Government without written permission from the Contracting Officer.

#### 1.13.5 Security of Material and Equipment

Properly secure the radiological material and ionizing radiation equipment at all times, including keeping the devices in a properly marked and locked container, and secondarily locking the container to a secure point in the Contractor's vehicle or other approved storage location during transportation and while not in use. While in use, maintain a continuous visual observation on the radiological material and ionizing radiation equipment. In instances where radiography is scheduled near or adjacent to buildings or areas having limited access or one-way doors, make no assumptions as to building occupancy. Where necessary, the Contracting Officer will direct the Contractor to conduct an actual building entry, search, and alert. Where removal of personnel from such a building cannot be accomplished and it is otherwise safe to proceed with the radiography, position a fully instructed employee inside the building or area to prevent exiting while external radiographic operations are in process.

#### 1.13.6 Transportation of Material

Comply with 49 CFR 173 for Transportation of Regulated Amounts of Radioactive Material. Notify Local Fire authorities and the site Radiation Safety Officer (RSO) of any Radioactive Material use.

#### 1.13.7 Schedule for Exposure or Unshielding

Actual exposure of the radiographic film or unshielding the source must not be initiated until after 5 p.m. on weekdays.

#### 1.13.8 Transmitter Requirements

Adhere to the base policy concerning the use of transmitters, such as radios and cell phones. Obey Emissions control (EMCON) restrictions.

#### 1.14 CONFINED SPACE ENTRY REQUIREMENTS

Confined space entry must comply with Section 34 of [EM 385-1-1](#), OSHA [29 CFR 1926](#), OSHA [29 CFR 1910](#), OSHA [29 CFR 1910.146](#), and OSHA Directive [CPL 2.100](#). Any potential for a hazard in the confined space requires a permit system to be used.

##### 1.14.1 Entry Procedures

Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. Comply with [EM 385-1-1](#), Section 34 for entry procedures. Hazards pertaining to the space must be reviewed with each employee during review of the AHA.

##### 1.14.2 Forced Air Ventilation

Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its action level.

##### 1.14.3 Sewer Wet Wells

Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

##### 1.14.4 Rescue Procedures and Coordination with Local Emergency Responders

Develop and implement an on-site rescue and recovery plan and procedures. The rescue plan must not rely on local emergency responders for rescue from a confined space.

#### 1.15 DIVE SAFETY REQUIREMENTS

Develop a [Dive Operations Plan](#), AHA, emergency management plan, and personnel list that includes qualifications, for each separate diving operation. Submit these documents to the District Dive Coordinator (DDC) via the Contracting Officer or Government Designated Authority (GDA), for review and approval at least 15 working days prior to commencement of diving operations. These documents must be at the diving location at all times. Provide each of these documents as a part of the project file.

#### 1.16 SEVERE STORM PLAN

In the event of a severe storm warning, the Contractor must comply with the applicable Storm Plan and:

- a. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- b. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.
- c. Ensure that temporary erosion controls are adequate.

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

### 3.1 CONSTRUCTION AND OTHER WORK

Comply with EM 385-1-1, NFPA 70, NFPA 70E, NFPA 241, the APP, the AHA, Federal and State OSHA regulations, and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

PPE is governed in all areas by the nature of the work the employee is performing. Use personal hearing protection at all times in designated noise hazardous areas or when performing noise hazardous tasks. Safety glasses must be worn or carried/available on each person. Mandatory PPE includes:

- a. Hard Hat
- b. Long Pants
- c. Appropriate Safety Shoes
- d. Appropriate Class Reflective Vests

#### 3.1.1 Worksite Communication

Employees working alone in a remote location or away from other workers must be provided an effective means of emergency communications (i.e., cellular phone, two-way radios, land-line telephones or other acceptable means). The selected communication must be readily available (easily within the immediate reach) of the employee and must be tested prior to the start of work to verify that it effectively operates in the area/environment. Develop an employee check-in/check-out communication procedure to ensure employee safety.

#### 3.1.2 Hazardous Material Exclusions

Notwithstanding any other hazardous material used in this Contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with EM 385-1-1 such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint, and hexavalent chromium, are prohibited. The Contracting Officer, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials. Low mercury lamps used within

fluorescent lighting fixtures are allowed as an exception without further Contracting Officer approval. Notify the Radiation Safety Officer (RSO) prior to excepted items of radioactive material and devices being brought on base.

### 3.1.3 Unforeseen Hazardous Material

Contract documents identify materials such as PCB, lead paint, and friable and non-friable asbestos and other OSHA regulated chemicals (i.e. 29 CFR Part 1910.1000). If material(s) that may be hazardous to human health upon disturbance are encountered during construction operations, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to FAR 52.243-4 Changes and FAR 52.236-2 Differing Site Conditions.

### 3.2 UTILITY OUTAGE REQUIREMENTS

Apply for utility outages at least 30 days in advance. At a minimum, the written request must include the location of the outage, utilities being affected, duration of outage, any necessary sketches, and a description of the means to fulfill energy isolation requirements in accordance with EM 385-1-1, Section 11.A.02 (Isolation). Some examples of energy isolation devices and procedures are highlighted in EM 385-1-1, Section 12.D. In accordance with EM 385-1-1, Section 12.A.01, where outages involve Government or Utility personnel, coordinate with the Government on all activities involving the control of hazardous energy.

These activities include, but are not limited to, a review of HEC and HEC procedures, as well as applicable Activity Hazard Analyses (AHAs). In accordance with EM 385-1-1, Section 11.A.02 and NFPA 70E, work on energized electrical circuits must not be performed without prior Government authorization. Government permission is considered through the permit process and submission of a detailed AHA. Energized work permits are considered only when de-energizing introduces additional or increased hazard or when de-energizing is infeasible.

### 3.3 OUTAGE COORDINATION MEETING

After the utility outage request is approved and prior to beginning work on the utility system requiring shut-down, conduct a pre-outage coordination meeting in accordance with EM 385-1-1, Section 12.A. This meeting must include the Prime Contractor, the Prime and subcontractors performing the work, the Contracting Officer, and the Public Utilities representative. All parties must fully coordinate HEC activities with one another. During the coordination meeting, all parties must discuss and coordinate on the scope of work, HEC procedures (specifically, the lock-out/tag-out procedures for worker and utility protection), the AHA, assurance of trade personnel qualifications, identification of competent persons, and compliance with HEC training in accordance with EM 385-1-1, Section 12.C. Clarify when personal protective equipment is required during switching operations, inspection, and verification.

### 3.4 CONTROL OF HAZARDOUS ENERGY (LOCKOUT/TAGOUT)

Provide and operate a Hazardous Energy Control Program (HECP) in

accordance with EM 385-1-1 Section 12, 29 CFR 1910.333, 29 CFR 1915.89, ASSP A10.44, NFPA 70E, and paragraph HAZARDOUS ENERGY CONTROL PROGRAM (HECP).

#### 3.4.1 Safety Preparatory Inspection Coordination Meeting with the Government or Utility

For electrical distribution equipment that is to be operated by Government or Utility personnel, the Prime Contractor and the subcontractor performing the work must attend the safety preparatory inspection coordination meeting, which will also be attended by the Contracting Officer's Representative, and required by EM 385-1-1, Section 12.A.02. The meeting will occur immediately preceding the start of work and following the completion of the outage coordination meeting. Both the safety preparatory inspection coordination meeting and the outage coordination meeting must occur prior to conducting the outage and commencing with lockout/tagout procedures.

#### 3.4.2 Lockout/Tagout Isolation

Where the Government or Utility performs equipment isolation and lockout/tagout, the Contractor must place their own locks and tags on each energy-isolating device and proceed in accordance with the HECP. Before any work begins, both the Contractor and the Government or Utility must perform energy isolation verification testing while wearing required PPE detailed in the Contractor's AHA and required by EM 385-1-1, Sections 05.I and 11.B. Install personal protective grounds, with tags, to eliminate the potential for induced voltage in accordance with EM 385-1-1, Section 12.E.06.

#### 3.4.3 Lockout/Tagout Removal

Upon completion of work, conduct lockout/tagout removal procedure in accordance with the HECP. In accordance with EM 385-1-1, Section 12.E.08, each lock and tag must be removed from each energy isolating device by the authorized individual or systems operator who applied the device. Provide formal notification to the Government (by completing the Government form if provided by Contracting Officer's Representative), confirming that steps of de-energization and lockout/tagout removal procedure have been conducted and certified through inspection and verification. Government or Utility locks and tags used to support the Contractor's work will not be removed until the authorized Government employee receives the formal notification.

### 3.5 FALL PROTECTION PROGRAM

Establish a fall protection program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify roles and responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures in accordance with ASSP Z359.2 and EM 385-1-1, Sections 21.A and 21.D.

#### 3.5.1 Training

Institute a fall protection training program. As part of the Fall Protection Program, provide training for each employee who might be exposed to fall hazards and using personal fall protection equipment.

Provide training by a competent person for fall protection in accordance with EM 385-1-1, Section 21.C. Document training and practical application of the competent person in accordance with EM 385-1-1, Section 21.C.04 and ASSP Z359.2 in the AHA.

### 3.5.2 Fall Protection Equipment and Systems

Enforce use of personal fall protection equipment and systems designated (to include fall arrest, restraint, and positioning) for each specific work activity in the Site Specific Fall Protection and Prevention Plan and AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in EM 385-1-1, Section 21.

Provide personal fall protection equipment, systems, subsystems, and components that comply with EM 385-1-1 Section 21.I, 29 CFR 1926.500 Subpart M, ASSP Z359.0, ASSP Z359.1, ASSP Z359.2, ASSP Z359.3, ASSP Z359.4, ASSP Z359.6, ASSP Z359.7, ASSP Z359.11, ASSP Z359.12, ASSP Z359.13, ASSP Z359.14, ASSP Z359.15, ASSP Z359.16 and ASSP Z359.18.

#### 3.5.2.1 Additional Personal Fall Protection Measures

In addition to the required fall protection systems, other protective measures such as safety skiffs, personal floatation devices, and life rings, are required when working above or next to water in accordance with EM 385-1-1, Sections 21.0 through 21.0.06. Personal fall protection systems and equipment are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall protection systems are required when operating other equipment such as scissor lifts. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, travel, or while performing work.

#### 3.5.2.2 Personal Fall Protection Equipment

Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. The use of body belts is not acceptable. Harnesses must have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Snap hooks and carabineers must be self-closing and self-locking, capable of being opened only by at least two consecutive deliberate actions and have a minimum gate strength of 3,600 lbs in all directions. Use webbing, straps, and ropes made of synthetic fiber. The maximum free fall distance when using fall arrest equipment must not exceed 6 feet, unless the proper energy absorbing lanyard is used. Always take into consideration the total fall distance and any swinging of the worker (pendulum-like motion), that can occur during a fall, when attaching a person to a fall arrest system. Equip all full body harnesses with Suspension Trauma Preventers such as stirrups, relief steps, or similar in order to provide short-term relief from the effects of orthostatic intolerance in accordance with EM 385-1-1, Section 21.I.06.

### 3.5.3 Fall Protection for Roofing Work

Implement fall protection controls based on the type of roof being constructed and work being performed. Evaluate the roof area to be accessed for its structural integrity including weight-bearing capabilities for the projected loading.



a. Low Sloped Roofs:

- (1) For work within 6 feet from unprotected edge of a roof having a slope less than or equal to 4:12 (vertical to horizontal), protect personnel from falling by the use of conventional fall protection systems (personal fall arrest/restraint systems, guardrails, or safety nets) in accordance with EM 385-1-1, Section 21 and 29 CFR 1926.500. A safety monitoring system is not adequate fall protection and is not authorized.
- (2) For work greater than 6 feet from the unprotected roof edge, addition to the use of conventional fall protection systems the use of a warning line system is also permitted, in accordance with 29 CFR 1926.500 and EM 385-1-1, Section 21.L.

b. Steep-Sloped Roofs: Work on a roof having a slope greater than 4:12 (vertical to horizontal) requires a personal fall arrest system, guardrails with toe-boards, or safety nets. This requirement also applies to residential or housing type construction.

3.5.4 Horizontal Lifelines (HLL)

Provide HLL in accordance with EM 385-1-1, Section 21.I.08.d.2. Commercially manufactured horizontal lifelines (HLL) must be designed, installed, certified and used, under the supervision of a qualified person, for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500). The competent person for fall protection may (if deemed appropriate by the qualified person) supervise the assembly, disassembly, use and inspection of the HLL system under the direction of the qualified person. Locally manufactured HLLs are not acceptable unless they are custom designed for limited or site specific applications by a Registered Professional Engineer who is qualified in designing HLL systems.

3.5.5 Guardrails and Safety Nets

Design, install and use guardrails and safety nets in accordance with EM 385-1-1, Section 21.F.01 and 29 CFR 1926 Subpart M.

3.5.6 Rescue and Evacuation Plan and Procedures

When personal fall arrest systems are used, ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue or assisted-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan within the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP). The plan must be in accordance with the requirements of EM 385-1-1, ASSP Z359.2, and ASSP Z359.4.

3.6 WORK PLATFORMS

3.6.1 Scaffolding

Provide employees with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically

designed for access is prohibited. Comply with the following requirements:

- a. Scaffold platforms greater than 20 feet in height must be accessed by use of a scaffold stair system.
- b. Ladders commonly provided by scaffold system manufacturers are prohibited for accessing scaffold platforms greater than 20 feet maximum in height.
- c. An adequate gate is required.
- d. Employees performing scaffold erection and dismantling must be qualified.
- e. Scaffold must be capable of supporting at least four times the maximum intended load, and provide appropriate fall protection as delineated in the accepted fall protection and prevention plan.
- f. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward.
- g. Special care must be given to ensure scaffold systems are not overloaded.
- h. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material are prohibited. The first tie-in must be at the height equal to 4 times the width of the smallest dimension of the scaffold base.
- i. Scaffolding other than suspended types must bear on base plates upon wood mudsills ( 2 in x 10 in x 8 in minimum) or other adequate firm foundation.
- j. Scaffold or work platform erectors must have fall protection during the erection and dismantling of scaffolding or work platforms that are more than 6 feet.
- k. Delineate fall protection requirements when working above 6 feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

### 3.6.2 Elevated Aerial Work Platforms (AWPs)

Workers must be anchored to the basket or bucket in accordance with manufacturer's specifications and instructions (anchoring to the boom may only be used when allowed by the manufacturer and permitted by the CP). Lanyards used must be sufficiently short to prohibit worker from climbing out of basket. The climbing of rails is prohibited. Lanyards with built-in shock absorbers are acceptable. Self-retracting devices are not acceptable. Tying off to an adjacent pole or structure is not permitted unless a safe device for 100 percent tie-off is used for the transfer.

Use of AWPs must be operated, inspected, and maintained as specified in the operating manual for the equipment and delineated in the AHA. Operators of AWPs must be designated as qualified operators by the Prime Contractor. Maintain proof of qualifications on site for review and include in the AHA.

### 3.7 EQUIPMENT

#### 3.7.1 Material Handling Equipment (MHE)

- a. Material handling equipment such as forklifts must not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions. Material handling equipment fitted with personnel work platform attachments are prohibited from traveling or positioning while personnel are working on the platform.
- b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions. Material Handling Equipment Operators must be trained in accordance with OSHA 29 CFR 1910, Subpart N.
- c. Operators of forklifts or power industrial trucks must be licensed in accordance with OSHA.

#### 3.7.2 Load Handling Equipment (LHE)

The following requirements apply. In exception, these requirements do not apply to commercial truck mounted and articulating boom cranes used solely to deliver material and supplies (not prefabricated components, structural steel, or components of a systems-engineered metal building) where the lift consists of moving materials and supplies from a truck or trailer to the ground; to cranes installed on mechanics trucks that are used solely in the repair of shore-based equipment; to crane that enter the activity but are not used for lifting; nor to other machines not used to lift loads suspended by rigging equipment. However, LHE accidents occurring during such operations must be reported.

- a. Equip cranes and derricks as specified in EM 385-1-1, Section 16.
- b. Notify the Contracting Officer 15 working days in advance of any LHE entering the activity, in accordance with EM 385-1-1, Section 16.A.02, so that necessary quality assurance spot checks can be coordinated. Contractor's operator must remain with the crane during the spot check. Rigging gear must be in accordance with OSHA, ASME B30.9 Standards.
- c. Comply with the LHE manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in ASME B30.5). Perform all testing in accordance with the manufacturer's recommended procedures.
- d. Comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for articulating boom cranes, ASME B30.3 for construction tower cranes, ASME B30.8 for floating cranes and floating derricks, ASME B30.9 for slings, ASME B30.20 for below the hook lifting devices and ASME B30.26 for rigging hardware.
- e. When operating in the vicinity of overhead transmission lines, operators and riggers must be alert to this special hazard and follow the requirements of EM 385-1-1 Section 11, and ASME B30.5 or ASME B30.22 as applicable.
- f. Do not use crane suspended personnel work platforms (baskets) unless

the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Do not lift personnel with a line hoist or friction crane. Additionally, submit a specific AHA for this work to the Contracting Officer. Ensure the activity and AHA are thoroughly reviewed by all involved personnel.

- g. Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10, Standard for Portable Fire Extinguishers.
- h. All employees must keep clear of loads about to be lifted and of suspended loads, except for employees required to handle the load.
- i. Use cribbing when performing lifts on outriggers.
- j. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- k. A physical barricade must be positioned to prevent personnel access where accessible areas of the LHE's rotating superstructure poses a risk of striking, pinching or crushing personnel.
- l. Maintain inspection records in accordance by EM 385-1-1, Section 16.D, including shift, monthly, and annual inspections, the signature of the person performing the inspection, and the serial number or other identifier of the LHE that was inspected. Records must be available for review by the Contracting Officer.
- m. Maintain written reports of operational and load testing in accordance with EM 385-1-1, Section 16.F, listing the load test procedures used along with any repairs or alterations performed on the LHE. Reports must be available for review by the Contracting Officer.
- n. Certify that all LHE operators have been trained in proper use of all safety devices (e.g. anti-two block devices).
- o. Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. At wind speeds greater than 20 mph, the operator, rigger and lift supervisor must cease all crane operations, evaluate conditions and determine if the lift may proceed. Base the determination to proceed or not on wind calculations per the manufacturer and a reduction in LHE rated capacity if applicable. Include this maximum wind speed determination as part of the activity hazard analysis plan for that operation.
- p. Follow FAA guidelines when required based on project location.

### 3.7.3 Machinery and Mechanized Equipment

- a. Proof of qualifications for operator must be kept on the project site for review.
- b. Manufacture specifications or owner's manual for the equipment must be on-site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Incorporate such additional safety precautions or requirements into the AHAs.

#### 3.7.4 Base Mounted Drum Hoists

- a. Operation of base mounted drum hoists must be in accordance with [EM 385-1-1](#) and [ASSP A10.22](#).
- b. Rigging gear must be in accordance with applicable ASME/OSHA standards.
- c. When used on telecommunication towers, base mounted drum hoists must be in accordance with [TIA-1019](#), [TIA-222](#), [ASME B30.7](#), [29 CFR 1926.552](#), and [29 CFR 1926.553](#).
- d. When used to hoist personnel, the AHA must include a written standard operating procedure. Operators must have a physical examination in accordance with [EM 385-1-1](#) Section 16.B.05 and trained, at a minimum, in accordance with [EM 385-1-1](#) Section 16.U and 16.T. The base mounted drum hoist must also comply with OSHA Instruction [CPL 02-01-056](#) and [ASME B30.23](#).
- e. Material and personnel must not be hoisted simultaneously.
- f. Personnel cage must be marked with the capacity (in number of persons) and load limit in [pounds](#).
- g. Construction equipment must not be used for hoisting material or personnel or with trolley/tag lines. Construction equipment may be used for towing and assisting with anchoring guy lines.

#### 3.7.5 Use of Explosives

Explosives must not be used or brought to the project site without prior written approval from the Contracting Officer. Such approval does not relieve the Contractor of responsibility for injury to persons or for damage to property due to blasting operations.

Storage of explosives, when permitted on Government property, must be only where directed and in approved storage facilities. These facilities must be kept locked at all times except for inspection, delivery, and withdrawal of explosives.

### 3.8 EXCAVATIONS

Soil classification must be performed by a competent person in accordance with [29 CFR 1926](#) and [EM 385-1-1](#).

#### 3.8.1 Utility Locations

Provide a third party, independent, private utility locating company to positively identify underground utilities in the work area in addition to any station locating service and coordinated with the station utility department.

#### 3.8.2 Utility Location Verification

Physically verify underground utility locations, including utility depth, by hand digging using wood or fiberglass handled tools when any adjacent construction work is expected to come within [3 feet](#) of the underground system.

### 3.8.3 Utilities Within and Under Concrete, Bituminous Asphalt, and Other Impervious Surfaces

Utilities located within and under concrete slabs or pier structures, bridges, parking areas, and the like, are extremely difficult to identify. Whenever Contract work involves chipping, saw cutting, or core drilling through concrete, bituminous asphalt or other impervious surfaces, the existing utility location must be coordinated with station utility departments in addition to location and depth verification by a third party, independent, private locating company. The third party, independent, private locating company must locate utility depth by use of Ground Penetrating Radar (GPR), X-ray, bore scope, or ultrasound prior to the start of demolition and construction. Outages to isolate utility systems must be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the Contractor from meeting this requirement.

## 3.9 ELECTRICAL

Perform electrical work in accordance with EM 385-1-1, Sections 11 and 12.

### 3.9.1 Conduct of Electrical Work

As delineated in EM 385-1-1, electrical work is to be conducted in a de-energized state unless there is no alternative method for accomplishing the work. In those cases obtain an energized work permit from the Contracting Officer. The energized work permit application must be accompanied by the AHA and a summary of why the equipment/circuit needs to be worked energized. Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Attach temporary grounds in accordance with ASTM F855 and IEEE 1048. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator is allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method.

When working in energized substations, only qualified electrical workers are permitted to enter. When work requires work near energized circuits as defined by NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves and electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA. Ensure that each employee is familiar with and complies with these procedures and 29 CFR 1910.147.

### 3.9.2 Qualifications

Electrical work must be performed by QP with verifiable credentials who are familiar with applicable code requirements. Verifiable credentials consist of State, National and Local Certifications or Licenses that a Master or Journeyman Electrician may hold, depending on work being performed, and must be identified in the appropriate AHA. Journeyman/Apprentice ratio must be in accordance with State and Local requirements applicable to where work is being performed.

### 3.9.3 Arc Flash

Conduct a hazard analysis/arc flash hazard analysis whenever work on or near energized parts greater than 50 volts is necessary, in accordance with NFPA 70E.

All personnel entering the identified arc flash protection boundary must be QPs and properly trained in NFPA 70E requirements and procedures. Unless permitted by NFPA 70E, no Unqualified Person is permitted to approach nearer than the Limited Approach Boundary of energized conductors and circuit parts. Training must be administered by an electrically qualified source and documented.

### 3.9.4 Grounding

Ground electrical circuits, equipment and enclosures in accordance with NFPA 70 and IEEE C2 to provide a permanent, continuous and effective path to ground unless otherwise noted by EM 385-1-1.

Check grounding circuits to ensure that the circuit between the ground and a grounded power conductor has a resistance low enough to permit sufficient current flow to allow the fuse or circuit breaker to interrupt the current.

### 3.9.5 Testing

Temporary electrical distribution systems and devices must be inspected, tested and found acceptable for Ground-Fault Circuit Interrupter (GFCI) protection, polarity, ground continuity, and ground resistance before initial use, before use after modification and at least monthly. Monthly inspections and tests must be maintained for each temporary electrical distribution system, and signed by the electrical CP or QP.

-- End of Section --

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## SECTION 01 42 00

SOURCES FOR REFERENCE PUBLICATIONS  
02/19

## PART 1 GENERAL

## 1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the standards producing organization (e.g., ASTM B564 Standard Specification for Nickel Alloy Forgings). However, when the standards producing organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

## 1.2 ORDERING INFORMATION

The addresses of the standards publishing organizations whose documents are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided.

AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)  
Two Park Avenue  
New York, NY 10016-5990  
Ph: 800-843-2763  
Fax: 973-882-1717  
E-mail: [customercare@asme.org](mailto:customercare@asme.org)  
Internet: <https://www.asme.org/>

AMERICAN SOCIETY OF SAFETY PROFESSIONALS (ASSP)  
520 N. Northwest Highway  
Park Ridge, IL 60068  
Ph: 847-699-2929  
E-mail: [customerservice@assp.org](mailto:customerservice@assp.org)  
Internet: <https://www.assp.org/>

AMERICAN WATER WORKS ASSOCIATION (AWWA)  
6666 W. Quincy Avenue  
Denver, CO 80235 USA  
Ph: 303-794-7711 or 800-926-7337  
Fax: 303-347-0804  
Internet: <https://www.awwa.org/>

ASTM INTERNATIONAL (ASTM)  
100 Barr Harbor Drive, P.O. Box C700  
West Conshohocken, PA 19428-2959  
Ph: 610-832-9500  
Fax: 610-832-9555  
E-mail: [service@astm.org](mailto:service@astm.org)  
Internet: <https://www.astm.org/>

GREEN SEAL (GS)  
1001 Connecticut Avenue, NW  
Suite 827  
Washington, DC 20036-5525  
Ph: 202-872-6400  
Fax: 202-872-4324  
E-mail: [green SEAL@green SEAL.org](mailto:green SEAL@green SEAL.org)  
Internet: <https://www.green SEAL.org/>

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (IDEM)  
Ph: 800-457-8283  
Internet: <https://www.in.gov/idem/>

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)  
445 and 501 Hoes Lane  
Piscataway, NJ 08854-4141  
Ph: 732-981-0060 or 800-701-4333  
Fax: 732-981-9667  
E-mail: [online support@ieee.org](mailto:online support@ieee.org)  
Internet: <https://www.ieee.org/>

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)  
1 Batterymarch Park  
Quincy, MA 02169-7471  
Ph: 800-344-3555  
Fax: 800-593-6372  
Internet: <https://www.nfpa.org>

TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA)  
1320 North Courthouse Road, Suite 200  
Arlington, VA 22201  
Ph: 703-907-7700  
Fax: 703-907-7727  
E-mail: [marketing@tiaonline.org](mailto:marketing@tiaonline.org)  
Internet: <https://www.tiaonline.org/>

U.S. ARMY CORPS OF ENGINEERS (USACE)  
CRD-C DOCUMENTS available on Internet:  
<http://www.wbdg.org/ffc/army-coe/standards>  
Order Other Documents from:  
Official Publications of the Headquarters, USACE  
E-mail: [hqpublications@usace.army.mil](mailto:hqpublications@usace.army.mil)  
Internet: <http://www.publications.usace.army.mil/>  
or  
<https://www.hnc.usace.army.mil/Missions/Engineering-Directorate/TECHINFO/>

U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)  
1200 New Jersey Ave., SE  
Washington, DC 20590  
Ph: 202-366-4000  
E-mail: [ExecSecretariat.FHWA@dot.gov](mailto:ExecSecretariat.FHWA@dot.gov)  
Internet: <https://www.fhwa.dot.gov/>  
Order from:  
Superintendent of Documents  
U.S. Government Publishing Office (GPO)  
732 N. Capitol Street, NW  
Washington, DC 20401  
Ph: 202-512-1800 or 866-512-1800

Bookstore: 202-512-0132  
Internet: <https://www.gpo.gov/>

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)  
8601 Adelphi Road  
College Park, MD 20740-6001  
Ph: 866-272-6272  
Internet: <https://www.archives.gov/>  
Order documents from:  
Superintendent of Documents  
U.S. Government Publishing Office (GPO)  
732 N. Capitol Street, NW  
Washington, DC 20401  
Ph: 202-512-1800 or 866-512-1800  
Bookstore: 202-512-0132  
Internet: <https://www.gpo.gov/>

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

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## SECTION 01 45 00.00 10

QUALITY CONTROL  
11/16, CHG 2: 11/21

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## ASTM INTERNATIONAL (ASTM)

ASTM D3740 (2019) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E329 (2021) Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

## 1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program. Include all associated costs in the applicable Bid Schedule item.

## 1.3 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

## SD-01 Preconstruction Submittals

Contractor Quality Control (CQC) Plan; G, CS, AE

## SD-06 Test Reports

Verification Statement

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

## 3.1 GENERAL REQUIREMENTS

Establish and maintain an effective quality control (QC) system that

complies with FAR 52.246-12 Inspection of Construction. QC consist of plans, procedures, and organization necessary to produce an end product which complies with the Contract requirements. The QC system covers all construction operations, both onsite and offsite, and be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the Contract. In this context the highest level manager responsible for the overall construction activities at the site, including quality and production is the project superintendent. The project superintendent maintains a physical presence at the site at all times and is responsible for all construction and related activities at the site, except as otherwise acceptable to the Contracting Officer.

### 3.2 CONTRACTOR QUALITY CONTROL (CQC) PLAN

Submit no later than 15 business days after receipt of notice to proceed, the [Contractor Quality Control \(CQC\) Plan](#) proposed to implement the requirements FAR 52.246-12 Inspection of Construction. The Government will consider an interim plan for the first 15 business days of operation. will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional work.

#### 3.2.1 Content of the CQC Plan

Include, as a minimum, the following to cover all construction-operations, both onsite and offsite, including work by subcontractors fabricators, suppliers and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff will implement the three phase control system for all aspects of the work specified. Include a CQC System Manager that reports to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the Contract. Letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities will be issued by the CQC System Manager. Furnish copies of these letters to the Contracting Officer.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures must be in accordance with Section [01 33 00 SUBMITTAL PROCEDURES](#).
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities approved by

the Contracting Officer are required to be used.)

- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. Establish verification procedures that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and is identified by different trades or disciplines, or it is work by the same trade in a different environment. Although each section of the specifications can generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.
- j. Coordinate scheduled work with Special Inspections required by this section, the Statement of Special Inspections and the Schedule of Special Inspections. Where the applicable Code issue by the International Code Council (ICC) calls for inspections by the Building Official, the Contractor must include the inspections in the Quality Control Plan and must perform the inspections required by the applicable ICC. The Contractor must perform these inspections using independent qualified inspectors. Include the Special Inspection Plan requirements in the QC Plan.

### 3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in the Contractor Quality Control(CQC) Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.3 Notification of Changes

After acceptance of the CQC Plan, notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

### 3.3 COORDINATION MEETING

After the before start of construction, and prior to acceptance by the Government of the CQC Plan, meet with the Contracting Officer and discuss the Contractor's quality control system. Submit the CQC Plan a minimum of 14 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details must be developed, including the forms for recording the CQC operations,, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the Government, signed by both the Contractor and the Contracting



Officer and will become a part of the contract file. There can be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings or address deficiencies in the CQC system or procedures which can require corrective action by the Contractor.

### 3.4 QUALITY CONTROL ORGANIZATION

#### 3.4.1 Personnel Requirements

The requirements for the CQC organization are a Safety and Health Manager, CQC System Manager, and sufficient number of additional qualified personnel to ensure safety and Contract compliance. The Safety and Health Manager reports directly to a senior project (or corporate) official independent from the CQC System Manager. The Safety and Health Manager will also serve as a member of the CQC Staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff maintains a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure Contract compliance. The CQC staff will be subject to acceptance by the Contracting Officer. Provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Promptly complete and furnish all letters, material submittals, shop drawing submittals, schedules and all other project documentation to the CQC organization. The CQC organization is responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

#### 3.4.2 CQC System Manager

Identify as CQC System Manager an individual within the onsite work organization that is responsible for overall management of CQC and has the authority to act in all CQC matters for the Contractor. The CQC System Manager is required to be a graduate engineer, graduate architect, or a graduate of construction management, with a professional engineer registration in the state of Indiana or a licensed architect in the state of Indiana and a minimum of 4 years construction experience on construction similar to this Contract. a construction person with a minimum of 5 years in related work. This CQC System Manager is on the site at all times during construction and is employed by the prime Contractor. The CQC System Manager is assigned no other duties. Identify in the plan an alternate to serve in the event of the CQC System Manager's absence. The requirements for the alternate are the same as the CQC System Manager.

#### 3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil, structural, environmental, materials technician, submittals clerk, . These individuals on this project are employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on the specialized personnel's areas of responsibility; have the necessary education or experience in accordance with the experience matrix listed herein. These individuals can perform other duties but need to be allowed sufficient time to perform the specialized personnel's assigned quality control duties as described in the Quality Control Plan. A single

person can cover more than one area provided that the single person is qualified to perform quality control activities in each designated and that workload allows.

Experience Matrix	
Area	Qualifications
Civil	Graduate Civil Engineer or Construction Manager with a professional engineer registration in the state of Indiana, and 2 years experience in the type of work being performed on this project or technician with 5 yrs related experience
Structural	Graduate Civil Engineer (with Structural Track or Focus) or Construction Manager with a professional engineer registration in the state of Indiana, and 2 years experience or person 5 years of experience supervising structural features of work in the field with a construction company
Environmental	Graduate Environmental Engineer with a professional engineer registration in the state of Indiana, and 3 years experience
Submittals	Submittal Clerk with 1 year experience
Concrete, Pavements and Soils	Materials Technician with 2 years experience for the appropriate area

#### 3.4.4 Additional Requirement

In addition to the above experience and education requirements, the Contractor Quality Control (CQC) System Manager and Alternate CQC System Manager are required to have completed the Construction Quality Management (CQM) for Contractors course. If the CQC System Manager does not have a current certification, obtain the CQM for Contractors course certification within 90 days of award. This course is periodically offered by the Naval Facilities Engineering Command and the Army Corps of Engineers. Contact the Contracting Officer for information on the next scheduled class.

The Construction Quality Management Training certificate expires after 5 years. If the CQC System Manager's certificate has expired, retake the course to remain current.

#### 3.4.5 Organizational Changes

Maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

### 3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, have to comply with the requirements in Section 01 33 00 SUBMITTAL PROCEDURES. The CQC organization is responsible for certifying that all submittals and deliverables are in compliance with the

contract requirements.

### 3.6 CONTROL

CQC is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control are required to be conducted by the CQC System Manager for each definable feature of the construction work as follows:

#### 3.6.1 Preparatory Phase

This phase is performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase includes:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. Make available during the preparatory inspection a copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field. Maintain and make available in the field for use by Government personnel until final acceptance of the work.
- b. Review of the Contract drawings.
- c. Check to assure that all materials and equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the Contract.
- f. Examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. Review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. Check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government needs to be notified at least 48 hours in advance of beginning the preparatory control phase. Include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. Document the results of the preparatory phase actions by separate minutes prepared by the CQC System Manager and attach to the daily CQC report. Instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase is accomplished at the beginning of a definable feature of work. Accomplish the following:

- a. Check work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing are in compliance with the contract.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government needs to be notified at least 24 hours in advance of beginning the initial phase for definable feature of work. Prepare separate minutes of this phase by the CQC System Manager and attach to the daily CQC report. Indicate the exact location of initial phase for definable feature of work for future reference and comparison with follow-up phases.
- g. The initial phase for each definable feature of work is repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Perform daily checks to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. Record the checks in the CQC documentation. Conduct final follow-up checks and correct all deficiencies prior to the start of additional features of work which may be affected by the deficient work. Do not build upon nor conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

Conduct additional preparatory and initial phases on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

## 3.7 TESTS

### 3.7.1 Testing Procedure

Perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, furnish to the Government duplicate samples of test

specimens for possible testing by the Government. Testing includes operation and acceptance tests when specified. Procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. Perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Record results of all tests taken, both passing and failing on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test. If approved by the Contracting Officer, actual test reports are submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the Contracting Officer. Failure to submit timely test reports as stated results in nonpayment for related work performed and disapproval of the test facility for this Contract.

### 3.7.2 Testing Laboratories

All testing laboratories must be validated by the USACE Material Testing Center (MTC) for the tests to be performed. Information on the USACE MTC with web-links to both a list of validated testing laboratories and for the laboratory inspection request for can be found at:

<https://mtc.erd.c.dren.mil/>.

#### 3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel is required to meet criteria detailed in [ASTM D3740](#) and [ASTM E329](#).

#### 3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$2,500 to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the Contract amount due the Contractor.

### 3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

### 3.8 COMPLETION INSPECTION

#### 3.8.1 Punch-Out Inspection

Conduct an inspection of the work by the CQC System Manager near the end of the work, or any increment of the work established by a time stated in FAR 52.211-10 Commencement, Prosecution, and Completion of Work, or by the specifications. Prepare and include in the CQC documentation a punch list of items which do not conform to the approved drawings and specifications, as required by paragraph DOCUMENTATION. Include within the list of deficiencies the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, notify the Government that the facility is ready for the Government Pre-Final inspection.

#### 3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. Ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Correct any items noted on the Pre-Final inspection in a timely manner. These inspections and any deficiency corrections required by this paragraph need to be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

#### 3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative is required to be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands can also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notify the Contracting Officer at least 14 days prior to the final acceptance inspection and include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the Contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance FAR 52.246-12 Inspection of Construction.

### 3.9 DOCUMENTATION

#### 3.9.1 Quality Control Activities

Maintain current records providing factual evidence that required quality control activities and tests have been performed. Include in these records the work of subcontractors and suppliers on an acceptable form that includes, as a minimum, the following information:

- a. The name and area of responsibility of the Contractor/Subcontractor.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and control activities performed with results and references to specifications/drawings requirements. Identify the control phase (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with Contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and specifications.

### 3.9.2 Verification Statement

Indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. Cover both conforming and deficient features and include a statement that equipment and materials incorporated in the work and workmanship comply with the Contract. Furnish the original and one copy of these records in report form to the Government daily within 12 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, prepare and submit one report for every 7 days of no work and on the last day of a no work period. All calendar days need to be accounted for throughout the life of the contract. The first report following a day of no work will be for that day only. Reports need to be signed and dated by the Contractor Quality Control(CQC) System Manager. Include copies of test reports and copies of reports prepared by all subordinate quality control personnel within the CQC System Manager Report.

### 3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

### 3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, will be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the

Contracting Officer can issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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## SECTION 01 45 00.15 10

## RESIDENT MANAGEMENT SYSTEM CONTRACTOR MODE (RMS CM)

11/16, CHG 2: 08/19

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this section to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1

(2014) Safety -- Safety and Health  
Requirements Manual

## 1.2 MEASUREMENT AND PAYMENT

The work of this section is not measured for payment. The Contractor is responsible for the work of this section, without any direct compensation other than the payment received for contract items.

## 1.3 CONTRACT ADMINISTRATION

The Government will use the Resident Management System (RMS) to assist in its monitoring and administration of this contract. The Government accesses the system using the Government Mode of RMS (RMS GM) and the Contractor accesses the system using the Contractor Mode (RMS CM). The term RMS will be used in the remainder of this section for both RMS GM and RMS CM. The joint Government-Contractor use of RMS facilitates electronic exchange of information and overall management of the contract. The Contractor accesses RMS to record, maintain, input, track, and electronically share information with the Government throughout the contract period in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Closeout
- Import/Export of Data

## 1.3.1 Correspondence and Electronic Communications

For ease and speed of communications, exchange correspondence and other documents in electronic format to the maximum extent feasible. Some correspondence, including pay requests and payrolls, are also to be provided in paper format with original signatures. Paper documents will govern, in the event of discrepancy with the electronic version.

## 1.3.2 Other Factors

Other portions of this document have a direct relationship to the

reporting accomplished through RMS. Particular attention is directed to FAR 52.236-15 Schedules for Construction Contracts; FAR 52.232-27 Prompt Payment for Construction Contracts; FAR 52.232-5 Payments Under Fixed-Price Construction Contracts; Section 01 33 00 SUBMITTAL PROCEDURES; Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS; and Section 01 45 00.00 10 QUALITY CONTROL.

#### 1.4 RMS SOFTWARE

RMS is a web based application. Download, install and be able to utilize the latest version of RMS within 7 calendar days of receipt of the Notice to Proceed. RMS software, user manuals, access and installation instructions, program updates and training information are available from the RMS website (<https://rms.usace.army.mil>). The Government and the Contractor will have different access authorities to the same contract database through RMS. The common database will be updated automatically each time a user finalizes an entry or change.

#### 1.5 CONTRACT DATABASE - GOVERNMENT

The Government will enter the basic contract award data in RMS prior to granting the Contractor access. The Government entries into RMS will generally be related to submittal reviews, correspondence status, and Quality Assurance(QA)comments, as well as other miscellaneous administrative information.

#### 1.6 CONTRACT DATABASE - CONTRACTOR

Contractor entries into RMS establish, maintain, and update data throughout the duration of the contract. Contractor entries generally include prime and subcontractor information, daily reports, submittals, RFI's, schedule updates and payment requests. RMS includes the ability to import attachments and export reports in many of the modules, including submittals. The Contractor responsibilities for entries in RMS typically include the following items:

##### 1.6.1 Administration

##### 1.6.1.1 Contractor Information

Enter all current Contractor administrative data and information into RMS within 7 calendar days of receiving access to the contract in RMS. This includes, but is not limited to, Contractor's name, address, telephone numbers, management staff, and other required items.

##### 1.6.1.2 Subcontractor Information

Enter all missing subcontractor administrative data and information into RMS CM within 7 calendar days of receiving access to the contract in RMS or within 7 calendar days of the signing of the subcontractor agreement for agreements signed at a later date. This includes name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor is listed separately for each trade to be performed.

##### 1.6.1.3 Correspondence

Identify all Contractor correspondence to the Government with a serial number. Prefix correspondence initiated by the Contractor's site office

with "S". Prefix letters initiated by the Contractor's home (main) office with "H". Letters are numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C" or "RFP".

#### 1.6.1.4 Equipment

Enter and maintain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

#### 1.6.1.5 Reports

Track the status of the project utilizing the reports available in RMS. The value of these reports is reflective of the quality of the data input. These reports include the Progress Payment Request worksheet, Quality Control (QC) comments, Submittal Register Status, and Three-Phase Control worksheets.

#### 1.6.1.6 Request For Information (RFI)

Create and track all Requests For Information (RFI) in the RMS Administration Module for Government review and response.

#### 1.6.2 Finances

##### 1.6.2.1 Pay Activity Data

Develop and enter a list of pay activities in conjunction with the project schedule. The sum of pay activities equals the total contract amount, including modifications. Each pay activity must be assigned to a Contract Line Item Number (CLIN). The sum of the activities assigned to a CLIN equals the amount of each CLIN.

##### 1.6.2.2 Payment Requests

Prepare all progress payment requests using RMS. Update the work completed under the contract at least monthly, measured as percent or as specific quantities. After the update, generate a payment request and prompt payment certification using RMS. Submit the signed prompt payment certification and payment request as well as supporting data either electronically or by hard copy. Unless waived by the Contracting Officer, a signed paper copy of the approved payment certification and request is also required and will govern in the event of discrepancy with the electronic version.

#### 1.6.3 Quality Control (QC)

Enter and track implementation of the 3-phase QC Control System, QC testing, transferred and installed property and warranties in RMS. Prepare daily reports, identify and track deficiencies, document progress of work, and support other Contractor QC requirements in RMS. Maintain all data on a daily basis. Insure that RMS reflects all quality control methods, tests and actions contained within the Contractor Quality Control (CQC) Plan and Government review comments of same within 7 calendar days of Government acceptance of the CQC Plan.

#### 1.6.3.1 Quality Control (QC) Reports

The Contractor's Quality Control (QC) Daily Report in RMS is the official report. The Contractor can use other supplemental formats to record QC data, but information from any supplemental formats are to be consolidated and entered into the RMS QC Daily Report. Any supplemental information may be entered into RMS as an attachment to the report. QC Daily Reports must be finalized and signed in RMS within 24 hours after the date covered by the report. Provide the Government a printed signed copy of the QC Daily Report, unless waived by the Contracting Officer.

#### 1.6.3.2 Deficiency Tracking.

Use the QC Daily Report Module to enter and track deficiencies. Deficiencies identified and entered into RMS by the Contractor or the Government will be sequentially numbered with a QC or QA prefix for tracking purposes. Enter each deficiency into RMS the same day that the deficiency is identified. Monitor, track and resolve all QC and QA entered deficiencies. A deficiency is not considered to be corrected until the Government indicates concurrence in RMS.

#### 1.6.3.3 Three-Phase Control Meetings

Maintain scheduled and actual dates and times of preparatory and initial control meetings in RMS. Worksheets for the three-phase control meetings are generated within RMS.

#### 1.6.3.4 Labor and Equipment Hours

Enter labor and equipment exposure hours on a daily basis. Roll up the labor and equipment exposure data into a monthly exposure report.

#### 1.6.3.5 Accident/Safety Reporting

Both the Contractor and the Government enter safety related comments in RMS as a deficiency. The Contractor must monitor, track and show resolution for safety issues in the QC Daily Report area of the RMS QC Module. In addition, follow all reporting requirements for accidents and incidents as required in [EM 385-1-1](#), Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS and as required by any other applicable Federal, State or local agencies.

#### 1.6.3.6 Definable Features of Work

Enter each feature of work, as defined in the approved CQC Plan, into the RMS QC Module. A feature of work may be associated with a single or multiple pay activities, however a pay activity is only to be linked to a single feature of work.

#### 1.6.3.7 Activity Hazard Analysis

Import activity hazard analysis electronic document files into the RMS QC Module utilizing the document package manager.

#### 1.6.4 Submittal Management

Enter all current submittal register data and information into RMS within 7 calendar days of receiving access to the contract in RMS. The information shown on the submittal register following the specification

Section 01 33 00 SUBMITTAL PROCEDURES will already be entered into the RMS database when access is granted. Group electronic submittal documents into transmittal packages to send to the Government, except very large electronic files, samples, spare parts, mock ups, color boards, or where hard copies are specifically required. Track transmittals and update the submittal register in RMS on a daily basis throughout the duration of the contract. Submit hard copies of all submittals unless waived by the Contracting Officer.

#### 1.6.5 Schedule

Enter and update the contract project schedule in RMS by either manually entering all schedule data or by importing the Standard Data Exchange Format (SDEF) file, based on the requirements in this section.

#### 1.6.6 Closeout

Closeout documents, processes and forms are managed and tracked in RMS by both the Contractor and the Government. Ensure that all closeout documents are entered, completed and documented within RMS.

#### 1.7 IMPLEMENTATION

Use of RMS as described in the preceding paragraphs is mandatory. Ensure that sufficient resources are available to maintain contract data within the RMS system. RMS is an integral part of the Contractor's required management of quality control.

#### 1.8 NOTIFICATION OF NONCOMPLIANCE

Take corrective action within 7 calendar days after receipt of notice of RMS non-compliance by the Contracting Officer.

#### PART 2 PRODUCTS

Not Used

#### PART 3 EXECUTION

Not Used

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## SECTION 01 50 00

TEMPORARY CONSTRUCTION FACILITIES AND CONTROLS  
11/20, CHG 1: 08/21

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2020; ERTA 20-1 2020; ERTA 20-2 2020; TIA 20-1; TIA 20-2; TIA 20-3; TIA 20-4)  
National Electrical Code

NFPA 241 (2022) Standard for Safeguarding  
Construction, Alteration, and Demolition  
Operations

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2014) Safety -- Safety and Health  
Requirements Manual

## U.S. FEDERAL HIGHWAY ADMINISTRATION (FHWA)

MUTCD (2009; Rev 2012) Manual on Uniform Traffic  
Control Devices

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

## SD-01 Preconstruction Submittals

Construction Site Plan; G, CS, AE

Traffic Control Plan; G, CS, AE

Haul Road Plan; G, CS, AE

Contractor Computer Cybersecurity Compliance Statements; G GSE

Contractor Temporary Network Cybersecurity Compliance Statements;  
G GSE

### 1.3 CONSTRUCTION SITE PLAN

Prior to the start of work, submit for Government approval a site plan showing the locations and dimensions of temporary facilities (including layouts and details, equipment and material storage area (onsite and offsite), and access and haul routes, avenues of ingress/egress to the fenced area and details of the fence installation. Identify any areas which may have to be graveled to prevent the tracking of mud. Indicate if the use of a supplemental or other staging area is desired. Show locations of safety and construction fences, site trailers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.

### 1.4 DOD CONDITION OF READINESS (COR)

DOD will set the Condition of Readiness (COR) based on the weather forecast for sustained winds 50 knots (58 mph) or greater. Contact the Contracting Officer for the current COR setting.

Monitor weather conditions a minimum of twice a day and take appropriate actions according to the approved Emergency Plan in the accepted Accident Prevention Plan, EM 385-1-1 Section 01 Emergency Planning and the instructions below.

Unless otherwise directed by the Contracting Officer, comply with:

- a. Condition FOUR (Sustained winds of 58 mph or greater expected within 72 hours): Normal daily jobsite cleanup and good housekeeping practices. Collect and store in piles or containers scrap lumber, waste material, and rubbish for removal and disposal at the close of each work day. Maintain the construction site including storage areas, free of accumulation of debris. Stack form lumber in neat piles less than 3.3 feet high. Remove all debris, trash, or objects that could become missile hazards. Review requirements pertaining to "Condition THREE" and continue action as necessary to attain "Condition FOUR" readiness. Contact Contracting Officer for weather and COR updates and completion of required actions.
- b. Condition THREE (Sustained winds of 58 mph or greater expected within 48 hours): Maintain "Condition FOUR" requirements and commence securing operations necessary for "Condition ONE" which cannot be completed within 18 hours. Cease all routine activities which might interfere with securing operations. Commence securing and stow all gear and portable equipment. Make preparations for securing buildings. Reinforce or remove formwork and scaffolding. Secure machinery, tools, equipment, materials, or remove from the jobsite. Expend every effort to clear all missile hazards and loose equipment from general base areas. Contact Contracting Officer for weather and COR updates and completion of required actions. Review requirements pertaining to "Condition TWO" and continue action as necessary to attain "Condition THREE" readiness.
- c. Condition TWO (Sustained winds of 58 mph or greater expected within 24 hours): Secure the jobsite, and leave Government premises.
- d. Condition ONE. (Sustained winds of 58 mph or greater expected within 12 hours): Contractor access to the jobsite and Government premises is prohibited.

## 1.5 CYBERSECURITY DURING CONSTRUCTION

{For Reference Only: This subpart (and its subparts) relates to AC-18, SA-3, CCI-00258.} Meet the following requirements throughout the construction process.

### 1.5.1 Contractor Computer Equipment

Contractor owned computers may be used for construction. When used, contractor computers must meet the following requirements:

#### 1.5.1.1 Operating System

The operating system must be an operating system currently supported by the manufacturer of the operating system. The operating system must be current on security patches and operating system manufacturer required updates.

#### 1.5.1.2 Anti-Malware Software

The computer must run anti-malware software from a reputable software manufacturer. Anti-malware software must be a version currently supported by the software manufacturer, must be current on all patches and updates, and must use the latest definitions file. All computers used on this project must be scanned using the installed software at least once per day.

#### 1.5.1.3 Passwords and Passphrases

The passwords and passphrases for all computers must be changed from their default values. Passwords must be a minimum of eight characters with a minimum of one uppercase letter, one lowercase letter, one number and one special character.

#### 1.5.1.4 Contractor Computer Cybersecurity Compliance Statements

Provide a single submittal containing completed Contractor Computer Cybersecurity Compliance Statements for each company using contractor owned computers. Contractor Computer Cybersecurity Compliance Statements must use the template published at <http://www.wbdg.org/ffc/dod/unified-facilities-guide-specifications-ufgs/forms-graphics-tables>. Each Statement must be signed by a cybersecurity representative for the relevant company.

### 1.5.2 Temporary IP Networks

Temporary contractor-installed IP networks may be used during construction. When used, temporary contractor-installed IP networks must meet the following requirements:

#### 1.5.2.1 Network Boundaries and Connections

The network must not extend outside the project site and must not connect to any IP network other than IP networks provided under this project or Government furnished IP networks provided for this purpose. Any and all network access from outside the project site is prohibited.

### 1.5.3 Government Access to Network

Government personnel must be allowed to have complete and immediate access to the network at any time in order to verify compliance with this specification.

### 1.5.4 Temporary Wireless IP Networks

In addition to the other requirements on temporary IP networks, temporary wireless IP (WiFi) networks must not interfere with existing wireless network and must use WPA2 security. Network names (SSID) for wireless networks must be changed from their default values.

### 1.5.5 Passwords and Passphrases

The passwords and passphrases for all network devices and network access must be changed from their default values. Passwords must be a minimum 8 characters with a minimum of one uppercase letter, one lowercase letter, one number and one special character.

### 1.5.6 Contractor Temporary Network Cybersecurity Compliance Statements

Provide a single submittal containing completed Contractor Temporary Network Cybersecurity Compliance Statements for each company implementing a temporary IP network. Contractor Temporary Network Cybersecurity Compliance Statements must use the template published at <http://www.wbdg.org/ffc/dod/unified-facilities-guide-specifications-ufgs/forms-graphics-tables>. Each Statement must be signed by a cybersecurity representative for the relevant company. If no temporary IP networks will be used, provide a single copy of the Statement indicating this.

## PART 2 PRODUCTS

### 2.1 TEMPORARY SIGNAGE

#### 2.1.1 Bulletin Board

Prior to the commencement of work activities, provide a clear weatherproof covered bulletin board not less than **36 by 48 inches** in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the Contract, Wage Rate Information poster, Safety and Health Information as required by **EM 385-1-1** Section 01 and other information approved by the Contracting Officer. Coordinate requirements herein with **01 35 26** GOVERNMENTAL SAFETY REQUIREMENTS. Locate the bulletin board at the project site in a conspicuous place easily accessible to all employees, and in location as approved by the Contracting Officer.

#### 2.1.2 Project Identification Signs

The requirements for the signs, their content, and location are as specified in Section **01 58 00** PROJECT IDENTIFICATION. Erect signs within 15 days after receipt of the notice to proceed. Correct the data required by the safety sign daily, with light colored metallic or non-metallic numerals.

#### 2.1.3 Warning Signs

Post temporary signs, tags, and labels to give workers and the public

adequate warning and caution of construction hazards according to the EM 385-1-1 Section 04. Attach signs to the perimeter fencing every 150 feet warning the public of the presence of construction hazards. Signs must require unauthorized persons to keep out of the construction site. Correct the data required by safety signs daily. Post signs at all points of entry designating the construction site as a hard hat area.

## 2.2 TEMPORARY TRAFFIC CONTROL

### 2.2.1 Haul Roads

Construct access and haul roads necessary for proper prosecution of the work under this Contract in accordance with EM 385-1-1 Section 04. Construct with suitable grades and widths; avoid sharp curves, blind corners, and dangerous cross traffic. Submit haul road plan for approval. Provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, must be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and haul roads are subject to approval by the Contracting Officer. Lighting must be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations.

### 2.2.2 Barricades

Erect and maintain temporary barricades to limit public access to hazardous areas. Barricades are required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Securely place barricades clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

## 2.3 FENCING

Provide fencing along the construction site and at all open excavations and tunnels to control access by unauthorized personnel. Safety fencing must be highly visible to be seen by pedestrians and vehicular traffic. All fencing must meet the requirements of EM 385-1-1. Remove the fence upon completion and acceptance of the work.

### 2.3.1 Polyethylene Mesh Safety Fencing

Temporary safety fencing must be a high visibility orange colored, high density polyethylene grid, a minimum of 48 inches high and maximum mesh size of 2 inches. Fencing must extend from the grade to a minimum of 48 inches above the grade and be tightly secured to T-posts spaced as necessary to maintain a rigid and taut fence. Fencing must remain rigid and taut with a minimum of 200 pounds of force exerted on it from any direction with less than 4 inches of deflection.

### 2.3.2 Chain Link Panel Fencing

Temporary panel fencing must be galvanized steel chain link panels 6 feet high. Multiple fencing panels may be linked together at the bases to form long spans as needed. Each panel base must be weighted down using sand bags or other suitable materials in order for the fencing to withstand anticipated winds while remaining upright. Fencing must remain rigid and taut with a minimum of 200 pounds of force exerted on it from any

direction with less than 4 inches of deflection.

### 2.3.3 Post-Driven Chain Link Fencing

Temporary post-driven fencing must be galvanized chain link fencing 6 feet high supported by an tightly secured to galvanized steel posts driven below grade. Fence posts must be located on minimum 10 foot centers. Posts may be set in various surfaces such as sand, soil, asphalt or concrete as necessary. Chain link fencing must remain rigid and taut with a minimum of 200 pounds of force exerted on it from any direction with less than 4 inches of deflection. Completely remove fencing and posts at the completion of construction and restore surfaces disturbed or damaged to its original condition. Locate and identify underground utilities prior to setting fence posts. Equip fence with a lockable gate. Gate must remain locked when construction personnel are not present.

### 2.4 TEMPORARY WIRING

Provide temporary wiring in accordance with EM 385-1-1 Section 11, NFPA 241 and NFPA 70. Include monthly inspection and testing of all equipment and apparatus.

## PART 3 EXECUTION

### 3.1 EMPLOYEE PARKING

Construction Contract employees must park privately owned vehicles in an area designated by the Contracting Officer. Employee parking must not interfere with existing and established parking requirements of the Government installation.

### 3.2 AVAILABILITY AND USE OF UTILITY SERVICES

#### 3.2.1 Temporary Utilities

Provide temporary utilities required for construction. Materials may be new or used, must be adequate for the required usage, not create unsafe conditions, and not violate applicable codes and standards.

#### 3.2.2 Payment for Utility Services

- a. The Government will make all reasonably required utilities available from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed will be charged to or paid at prevailing rates charged to the Government
- b. Pay all costs incurred in connecting, converting, and transferring the utilities to the work. Make connections, including providing backflow-preventing devices on connections to domestic water lines; providing meters; and make disconnections.
- c. The Contractor must provide their own utilities.

#### 3.2.3 Meters and Temporary Connections

Provide and maintain necessary temporary connections, distribution lines, and meter bases (Government will provide meters) required to measure the

amount of each utility used for the purpose of determining charges. Notify the Contracting Officer, in writing, 5 working days before final electrical connection is desired so that a utilities contract can be established. The Government will provide a meter and make the final hot connection after inspection and approval of the Contractor's temporary wiring installation. Do not make the final electrical connection.

#### 3.2.4 Advance Deposit

An advance deposit for utilities consisting of an estimated month's usage or a minimum of \$50.00 will be required. The last monthly bills for the fiscal year will normally be offset by the deposit and adjustments will be billed or returned as appropriate. Services to be rendered for the next fiscal year, beginning 1 October, will require a new deposit. Notification of the due date for this deposit will be mailed prior to the end of the current fiscal year.

#### 3.2.5 Final Meter Reading

Before completion of the work and final acceptance of the work by the Government, notify the Contracting Officer, in writing, 5 working days before termination is desired. The Government will take a final meter reading, disconnect service, and remove the meters. Then remove all the temporary distribution lines, meter bases, and associated appurtenances. Pay all outstanding utility bills before final acceptance of the work by the Government.

#### 3.2.6 Sanitation

Provide and maintain within the construction area minimum field-type sanitary facilities in accordance with [EM 385-1-1](#) Section 02. Locate the facilities behind the construction fence or out of the public view. Clean units and empty wastes at least once a week or more frequently into a municipal, district, or station sanitary sewage system, or remove waste to a commercial facility. Obtain approval from the system owner prior to discharge into a municipal, district, or commercial sanitary sewer system. Penalties or fines associated with improper discharge will be the responsibility of the Contractor. Coordinate with the Contracting Officer and follow station regulations and procedures when discharging into the station sanitary sewer system. Maintain these conveniences at all times. Include provisions for pest control and elimination of odors. Government toilet facilities will not be available to Contractor's personnel.

#### 3.2.7 Telephone

Make arrangements and pay all costs for telephone facilities desired.

#### 3.2.8 Fire Protection

Provide temporary fire protection equipment for the protection of personnel and property during construction. Remove debris and flammable materials daily to minimize potential hazards.

### 3.3 TRAFFIC PROVISIONS

#### 3.3.1 Maintenance of Traffic

- a. Conduct operations in a manner that will not close a thoroughfare or interfere with traffic on railways or highways except with written

permission of the Contracting Officer at least 15 calendar days prior to the proposed modification date, and provide a [Traffic Control Plan](#) for Government approval detailing the proposed controls to traffic movement for approval. The plan must be in accordance with State and local regulations and the [MUTCD](#), Part VI. Make all notifications and obtain all permits required for modification to traffic movements outside Station's jurisdiction.. Contractor may move oversized and slow-moving vehicles to the worksite provided requirements of the highway authority have been met.

- b. Conduct work so as to minimize obstruction of traffic, and maintain traffic on at least half of the roadway width at all times. Obtain approval from the Contracting Officer prior to starting any activity that will obstruct traffic.
- c. Provide, erect, and maintain, at Contractor's expense, lights, barriers, signals, passageways, detours, and other items, that may be required by the Life Safety Signage, overhead protection authority having jurisdiction.
- d. Provide cones, signs, barricades, lights, or other traffic control devices and personnel required to control traffic. Do not use foil-backed material for temporary pavement marking because of its potential to conduct electricity during accidents involving downed power lines.

### 3.3.2 Protection of Traffic

Maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment the work, and the erection and maintenance of adequate warning, danger, and direction signs, will be as required by the State and local authorities having jurisdiction. Provide self-illuminated (lighted) barricades during hours of darkness. Brightly-colored (orange) vests are required for all personnel working in roadways. Protect the traveling public from damage to person and property. Minimize the interference with public traffic on roads selected for hauling material to and from the site. Investigate the adequacy of existing roads and their allowable load limit. Contractor is responsible for the repair of damage to roads caused by construction operations.

### 3.3.3 Rush Hour Restrictions

Do not interfere with the peak traffic flows preceding and during normal operations without notification to and approval by the Contracting Officer.

### 3.3.4 Dust Control

Dust control methods and procedures must be approved by the Contracting Officer. Coordinate dust control methods with [01 57 20.02 03](#) ENVIRONMENTAL PROTECTION FOR INDIANA.

## 3.4 CONTRACTOR'S TEMPORARY FACILITIES

Contractor-owned or -leased trailers must be identified by Government assigned numbers. Apply the number to the trailer within 14 calendar days of notification, or sooner, if directed by the Government. Temporary



facilities must meet requirements as identified in EM 385-1-1 Section 04.

Contractor is responsible for security of their property. Provide adequate outside security lighting at the temporary facilities. Trailers must be anchored to resist high winds and meet applicable state or local standards for anchoring mobile trailers. Coordinate anchoring with EM 385-1-1 Section 04. The Contract Clause entitled "FAR 52.236-10, Operations and Storage Areas" and the following apply:

#### 3.4.1 Administrative Field Offices

Provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

In the event a new building is constructed for the temporary project field office, it must be a minimum 12 feet in width, 16 feet in length and have a minimum of 7 feet headroom. Equip the building with approved electrical wiring, at least one double convenience outlet and the required switches and fuses to provide 110-120 volt power. Provide a work table with stool, desk with chair, two additional chairs, and one legal size file cabinet that can be locked. The building must be waterproof, supplied with a heater, have a minimum of two doors, electric lights, a telephone, a battery-operated smoke detector alarm, a sufficient number of adjustable windows for adequate light and ventilation, and a supply of approved drinking water. Provide approved sanitary facilities. Screen the windows and doors and provide the doors with deadbolt type locking devices or a padlock and heavy-duty hasp bolted to the door. Door hinge pins must be non-removable. Arrange the windows to open and to be securely fastened from the inside. Protect glass panels in windows by bars or heavy mesh screens to prevent easy access. In warm weather, provide air conditioning capable of maintaining the office at 50 percent relative humidity and a room temperature 20 degrees F below the outside temperature when the outside temperature is 95 degrees F. Unless otherwise directed by the Contracting Officer, remove the building from the site upon completion and acceptance of the work.

#### 3.4.2 Quality Control Manager Records and Field Office

Provide on the jobsite an office with approximately 200 square feet of useful floor area for the exclusive use of the QC Manager. Provide a weathertight structure with adequate heating and cooling, toilet facilities, lighting, ventilation, a 4 by 8 foot plan table, a standard size office desk and chair, computer station, and working communications facilities. Provide either a 1,500 watt radiant heater and a window-mounted air conditioner rated at 9,000 Btus minimum or a window-mounted heat pump of the same minimum heating and cooling ratings. Provide a door with a cylinder lock and windows with locking hardware. Make utility connections. Locate as directed. File quality control records in the office and make available at all times to the Government. After completion of the work, remove the entire structure from the site.

#### 3.4.3 Storage Area

Construct a temporary 6 foot high chain link fence around trailers and materials. Include plastic strip inserts, colored green, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Do not place or store trailers, materials, or equipment outside the fenced area unless

such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site but within the installation boundaries. Trailers, equipment, or materials must not be open to public view with the exception of those items which are in support of ongoing work on the current day. Do not stockpile materials outside the fence in preparation for the next day's work. Park mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment within the fenced area at the end of each work day.

Keep fencing in a state of good repair and proper alignment. Grassed or unpaved areas, which are not established roadways, and will be traversed with construction equipment or other vehicles, must be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways, should the Contractor elect to traverse them with construction equipment or other vehicles. Mow and maintain grass located within the boundaries of the construction site for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers must be edged or trimmed neatly.

#### 3.4.4 Supplemental Storage Area

Upon request, and pending availability, the Contracting Officer will designate another or supplemental area for the use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but will be within the installation boundaries. Maintain the area in a clean and orderly fashion and secured if needed to protect supplies and equipment. Utilities will not be provided to this area by the Government.

#### 3.4.5 Appearance of Trailers

- a. Trailers must be roadworthy and comply with all appropriate state and local vehicle requirements. Trailers which are rusted, have peeling paint or are otherwise in need of repair will not be allowed on Installation property. Trailers must present a clean and neat exterior appearance and be in a state of good repair.
- b. Maintain the temporary facilities. Failure to do so will be sufficient reason to require their removal at the Contractor's expense.

#### 3.4.6 Safety Systems

Protect the integrity of all installed safety systems or personnel safety devices. Obtain prior approval from the Contracting Officer if entrance into systems serving safety devices is required. If it is temporarily necessary to remove or disable personnel safety devices in order to accomplish Contract requirements, provide alternative means of protection prior to removing or disabling any permanently installed safety devices or equipment and obtain approval from the Contracting Officer.

#### 3.4.7 Weather Protection of Temporary Facilities and Stored Materials

Take necessary precautions to ensure that roof openings and other critical openings in the building are monitored carefully. Take immediate actions required to seal off such openings when rain or other detrimental weather is imminent, and at the end of each workday. Ensure that the openings are completely sealed off to protect materials and equipment in the building

from damage.

#### 3.4.7.1 Building and Site Storm Protection

When a warning of gale force winds is issued, take precautions to minimize danger to persons, and protect the work and nearby Government property. Precautions must include, but are not limited to, closing openings; removing loose materials, tools and equipment from exposed locations; and removing or securing scaffolding and other temporary work. Close openings in the work when storms of lesser intensity pose a threat to the work or any nearby Government property.

### 3.5 GOVERNMENT FIELD OFFICE

#### 3.5.1 Resident Engineer's Office

Provide the Government Resident Engineer with an office, approximately 200 square feet in floor area, located where directed and providing space heat, air conditioning unit, electric light and power, and toilet facilities consisting of one lavatory and one water closet complete with connections to water and sewer mains. Provide a mail slot in the door or a lockable mail box mounted on the surface of the door. Include a 4 by 8 foot plan table, computer work space a standard size office desk and chair, and telephone. At completion of the project, the office will remain the property of the Contractor and be removed from the site. Utilities must be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer. Compliance with safety and appearance requirements for temporary facilities stated in previous paragraphs is required.

#### 3.5.2 Trailer-Type Mobile Office

The option is available to, furnish and maintain a trailer-type mobile office acceptable to the Contracting Officer to meet the requirements of the minimum facilities specified above. Securely anchor the trailer to the ground at all four corners to guard against movement during high winds. Coordinate requirements for proper anchoring with EM 385-1-1 Section 04.

### 3.6 PLANT COMMUNICATIONS

Whenever the individual elements of the plant are located so that operation by normal voice between these elements is not satisfactory, install a satisfactory means of communication, such as telephone or other suitable devices and make available for use by Government personnel.

### 3.7 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, furnish and erect temporary project safety fencing at the work site. Maintain the safety fencing during the life of the Contract and, upon completion and acceptance of the work, remove from the work site.

### 3.8 CLEANUP

Remove construction debris, waste materials, packaging material and the like from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways must be cleaned away. Store all salvageable

materials resulting from demolition activities within the fenced area described above or at the supplemental storage area. Neatly stack stored materials not in trailers, whether new or salvaged.

### 3.9 RESTORATION OF STORAGE AREA

Upon completion of the project remove the bulletin board, signs, barricades, haul roads, and all other temporary products from the site. After removal of trailers, materials, and equipment from within the fenced area, remove the fence. Restore areas used during the performance of the Contract to the original or better condition. Remove gravel used to traverse grassed areas and restore the area to its original condition, including top soil and seeding as necessary.

-- End of Section --

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## SECTION 01 57 20.02 03

ENVIRONMENTAL PROTECTION FOR INDIANA  
06/2015

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(2014) Safety and Health Requirements Manual
WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

## U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions of Waters of the United States
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 279	Standards for the Management of Used Oil
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification
49 CFR 171 - 178	Hazardous Materials Regulations

## INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (IDEM)

326 IAC 6	Indiana Administrative Code, Volume 6, Title 326, Article 6. Particulate Rules
327 IAC 2-6.1	Indiana Administrative Code, Volume 6, Title 327, Article 2, Rule 6.1. Spills; Reporting, Containment, and Response

## 1.2 DEFINITIONS

### 1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally and/or historically.

### 1.2.2 Environmental Protection

Environmental protection is the prevention/control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

### 1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (e.g., methyl ethyl ketone, toluene), waste thinners, excess paints, excess solvents, waste solvents, and excess pesticides, and contaminated pesticide equipment rinse water.

### 1.2.4 Hazardous Waste

Wastes designated by the U.S. Environmental Protection Agency as hazardous, as defined in [40 CFR 261](#).

### 1.2.5 Land Application for Discharge Water

The term "Land Application" for discharge water implies that the Contractor shall discharge water at a rate which allows the water to percolate into the soil. No sheeting action, soil erosion, discharge into storm sewers, discharge into defined drainage areas, or discharge into the "waters of the United States" shall occur. Land Application shall be in compliance with all applicable Federal, State, and local laws and regulations.

### 1.2.6 Surface Discharge

The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "waters of the United States". All projects with land disturbances greater than or equal to one acre in total area must have a National Pollution Discharge Elimination System (NPDES) Construction Site Activity Storm Water Permit, issued by the Indiana Department of Environmental Management. All projects with discharge of dredged or fill material to waters of the United States must have a Section 401 Water Quality Permit issued by the Indiana Department of Environmental Management.



### 1.2.7 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

### 1.2.8 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

## 1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State, and local laws and regulations. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

## 1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this section by subcontractors.

## 1.5 PAYMENT

No separate payment will be made for work covered under this section. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and/or notices obtained by the Contractor. All costs associated with this section shall be included in the contract price. The Contractor shall be responsible for payment of all fines/fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

## 1.6 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-01 Preconstruction Submittals

Environmental Protection Plan; G, DH

## 1.7 ENVIRONMENTAL PROTECTION PLAN

Prior to commencing construction site activities or delivery of materials to the site, the Contractor shall submit an Environmental Protection Plan (EPP) for review and approval by the Contracting Officer. The purpose of the EPP is to present a comprehensive overview of known or potential

environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the EPP as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this section, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this section. Prior to submittal of the EPP, the Contractor shall meet with the Contracting Officer for the purpose of discussing the implementation of the initial EPP; possible subsequent additions and revisions to the plan including any reporting requirements; and methods for administration of the Contractor's EPP. The EPP shall be current and maintained on site by the Contractor. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures.

Provide a complete copy of the submittal, including all graphs, attachments, and figures, electronically in pdf format.

#### 1.7.1 Compliance

No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the EPP.

#### 1.7.2 Contents

The EPP shall include, but shall not be limited to, the following:

- a. Name(s) of person(s) within the Contractor's organization who is(are) responsible for ensuring adherence to the Environmental Protection Plan.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's personnel and all subcontractor's personnel in environmental protection.
- d. Description of the Contractor's environmental protection personnel training program, including training for all site employees and subcontractors.
- e. A map of the site, showing site boundaries, waterways on or adjacent to the site, 100-year flood plains, soil types, location of vegetative cover, location and dimensions of storm water drainage systems and natural drainage patterns on and adjacent to the site, locations of utilities structures and roads, site topography (existing and planned), and any potential areas where point sources may enter the groundwater.
- f. Construction and Storm Water Pollution Prevention Plan.

(1) All projects must comply with the State of Indiana's Construction Stormwater General Permit (CSGP) - INRA00000 (which can be found at <https://www.in.gov/idem>). The Construction and

Storm Water Pollution Prevention Plan (SWPPP) shall include all of the items listed in Section 4.1 of the CSGP, and where applicable, the SWPPP shall meet the requirements of the local Municipal Separate Storm Sewer System (MS4) ordinance and the Indiana Storm Water Quality Manual, available on-line at <https://www.in.gov/idem>. The SWPPP must be signed by a "trained individual" as defined in Appendix B of the CSGP.

(2) If land disturbing activities are greater than or equal to one acre, it is the responsibility of the Contractor to have the Construction and Storm Water Pollution Prevention Plan reviewed and approved by the applicable reviewing agency. The State of Indiana designates different reviewing agencies for different counties in the state. Commonly, the reviewing agency is the local Soil and Water Conservation District (SWCD), MS4, or the Indiana Department of Environmental Management (IDEM). Information on approving agencies can be obtained from IDEM. The reviewing agency has up to 28 calendar days from the date of submittal to review the Construction Plan. The Environmental Protection Plan must include documentation of the reviewing agency's approval of the Construction Plan, or the Contractor shall submit, in the instance that the reviewing agency has exceeded the 28-calendar day review period, documentation that the reviewing agency has exceeded the review period. If notice of a deficient plan is received, the plans must be revised to satisfy the deficiencies and resubmitted to the reviewing agency, at which time the 28 calendar-day review period starts over.

(3) The Government will review the Environmental Protection Plan, including the Construction and Storm Water Pollution Prevention Plan and then will submit the Notice of Intent (NOI), along with the proof of public notice and permit fee, to IDEM and the appropriate reviewing agency after the plan has been approved. The Contractor will be notified of the submission date for the NOI. No land disturbing activity shall take place until 48 hours after submission of the NOI. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. Contractor is responsible for maintaining a self-monitoring plan and project management log in accordance with the CSGP.

(4) The Government will provide copies of the NOI, and all other Government correspondence with IDEM, to the Contractor. The Contractor shall post the information required in the CSGP in a publicly accessible location near the main entrance of the project site. The location will be jointly agreed to by the Contractor and the Government during the Pre-Construction Conference. The Contractor shall take all actions necessary to keep the NOI and correspondence protected from the weather so that it remains legible. If, in the judgment of the Contracting Officer's Representative, the documents degrade to the point of being illegible, the Contractor shall replace the documents with fresh copies and remedy the problems that caused the degradation.

(5) Additional information from IDEM concerning storm water run-off associated with land disturbing activity can be found at <https://www.in.gov/idem/stormwater/2371.htm>.

g. Drawings showing locations of proposed temporary excavations or embankments for haul roads, stream crossings, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials including methods to control runoff and to contain materials on the site. Methods to handle runoff at the location to be used for storage of excavated materials described in Section 31 00 00 EARTHWORK must be included in the Environmental Protection Plan.

h. Traffic control plan that includes measures to reduce erosion of temporary roadbeds by construction traffic, especially during wet weather. The traffic control plan shall also include measures to prevent and minimize the amount of mud transported onto paved public roads by vehicles or runoff. Should mud or dirt be transported onto paved public roads by vehicles or runoff, the Contractor shall as needed or directed by the Contracting Officer remove the mud or dirt from the pavement using commercial street cleaning equipment, such as a "street sweeper", or other equipment approved by the Contracting Officer's Representative.

i. Work Area Plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

j. Drawing showing the location of proposed borrow areas.

k. Spill Control Plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by 40 CFR 68, 40 CFR 302, 40 CFR 355, and/or regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. The plan shall meet the requirements of 327 IAC 2-6.1. This plan shall include as a minimum:

(1) The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer and the local fire department or emergency response agency in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity is released to the environment. The plan shall contain a list of the required reporting channels and telephone numbers.

(2) The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

(3) Training requirements for Contractor's personnel and any subcontractors, and methods of accomplishing the training.

(4) A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

(5) The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

(6) The methods and procedures to be used for expeditious contaminant cleanup.

l. A non-hazardous solid waste disposal plan identifying methods and locations for solid waste disposal, including clearing and demolition debris. This plan must be submitted as part of the Environmental Protection Plan and approved prior to work starting onsite. Specific information shall be provided on the proposed off-site disposal of solid waste, if necessary, and disposal of sanitary sewer impacted water and materials. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance of the waste shall be attached to this plan during the construction. The Contractor shall attach a copy of each of the Non-hazardous Solid Waste Diversion Reports to the disposal plan. The report shall be submitted on the first working day after the first quarter that non-hazardous solid waste has been disposed and/or diverted and shall be for the previous quarter (e.g., the first working day of January, April, July, and October). The report shall indicate the total amount of waste generated and total amount of waste diverted in cubic yards or tons along with the percent that was diverted.

m. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

n. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, etc. do not become airborne and travel off the project site. The air pollution control plan shall include a dust control plan. Air pollution control shall comply with 326 IAC 6.

o. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Safety Data Sheets (SDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the Contaminant Prevention Plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.

p. A waste water management plan that identifies the methods and procedures for management and/or discharge of waste waters which are directly derived from construction activities, such as concrete curing water, clean-up water, dewatering of ground water, disinfection water, hydrostatic test water, and water used in flushing of lines. If a settling/retention pond is required, the plan shall include the design of the pond including drawings, removal plan, and testing requirements for possible pollutants. If land application will be the method of disposal for the waste water, the plan shall include a sketch showing the location for land application along with a description of the pretreatment methods to be implemented. If surface discharge will be

the method of disposal, a copy of the permit and associated documents shall be included as an attachment prior to discharging the waste water. If disposal is to a sanitary sewer, the plan shall include documentation that the Waste Water Treatment Plant Operator has approved the flow rate, volume, and type of discharge.

q. A historical, archaeological, cultural resources, biological resources, and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: and/or identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be on site or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

r. The Contractor must identify the current quarantine areas, the specific pests, and the method(s) for compliance with all quarantines. The Contractor is responsible for obtaining any permits or approvals necessary for plant purchase, movement, or disposal within a quarantine area, and must have a plan for any plant (including trees, roots, vegetation) material and other regulated materials that will be removed from within or associated with a quarantined area.

s. The Contractor must comply with the U.S. Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) Vessel General Permit for Discharges Incidental to the Normal Operation of a Vessel (VGP) for all regulated vessels to be used on the project. For each vessel that meets the requirements in the permit, the Contractor shall include in the Environmental Protection Plan a copy of the Notice of Intent (NOI) and associated documentation or verification from the U.S. Environmental Protection Agency that the vessel is in compliance with the permit. The Contractor is responsible for permit compliance.

### 1.7.3 Appendix

Copies of all environmental permits, permit application packages, approvals to construct, notifications, certifications, reports, and termination documents shall be attached, as an appendix, to the Environmental Protection Plan.

### 1.8 PROTECTION FEATURES

Prior to the start of any on-site construction activities, the Contractor and the Contracting Officer shall make a joint condition survey. Immediately following the survey, the Contractor shall prepare a brief report including a plan describing the features requiring protection under the provisions of the Contract Clauses, which are not specifically identified on the drawings as environmental features requiring protection along with the condition of trees, shrubs and grassed areas immediately adjacent to the site of work and adjacent to the Contractor's assigned storage area and access route(s), as applicable. This survey report shall be signed by both the Contractor and the Contracting Officer upon mutual agreement as to its accuracy and completeness. The Contractor shall protect those environmental features included in the survey report and any

indicated on the drawings, regardless of interference which their preservation may cause to the Contractor's work under the contract.

#### 1.9 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

#### 1.10 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

### PART 2 PRODUCTS (NOT USED)

### PART 3 EXECUTION

#### 3.1 ENVIRONMENTAL PERMITS AND COMMITMENTS

The Contractor shall be responsible for obtaining and complying with all environmental permits and commitments required by Federal, State, Regional, and local environmental laws and regulations.

##### 3.1.1 NOI Posting Requirement

The Government will provide copies of the NOI, and all other applicable Government correspondence with IDEM, to the Contractor. The Contractor shall post the information required in the CSGP in a publicly accessible location near the entrance of the project site. The location will be jointly agreed to by the Contractor and the Government during the pre-construction conference. The Contractor shall take all actions necessary to keep the NOI and applicable correspondence protected from the weather so that it remains legible. If, in the judgment of the Contracting Officer's Representative, the documents degrade to the point of being illegible, the Contractor shall replace the documents with fresh copies and remedy the problems that caused the degradation.

#### 3.2 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within

the work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

#### 3.2.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and/or protecting particular objects.

#### 3.2.2 Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques. The Contractor shall restore landscape features damaged or destroyed during construction operations outside the limits of the approved work area.

#### 3.2.3 Erosion Control and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. The area of bare soil exposed at any one time by construction operations should be kept to a minimum. The Contractor shall construct or install temporary and permanent erosion and sediment control best management practices (BMPs). BMPs may include, but not be limited to, vegetation cover, stream bank stabilization, slope stabilization, silt fences, construction of terraces, interceptor channels, sediment traps, inlet and outfall protection, diversion channels, and sedimentation basins. The Contractor's best management practices shall also be in accordance with the State of Indiana National Pollutant Discharge Elimination System (NPDES) Storm Water Pollution Prevention requirements. Any temporary measures shall be removed after the area has been stabilized.

Temporary inlet protection inserts as shown in the plans shall be placed in all area storm inlets that will be affected by construction activities.

#### 3.2.4 Contractor Facilities and Work Areas

The Contractor's field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated on the drawings or as directed by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only when approved. Erosion and sediment controls shall be provided for on-site borrow and spoil areas to



prevent and minimize sediment from entering nearby waters. Temporary excavation and embankments for plant and/or work areas shall be controlled to protect adjacent areas.

### 3.3 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation unless otherwise indicated. All water areas affected by construction activities shall be monitored by the Contractor. For construction activities immediately adjacent to impaired surface waters, the Contractor shall be capable of quantifying sediment or pollutant loading to that surface water when required by a Clean Water Act permit.

#### 3.3.1 Cofferdams, Diversions, and Dewatering Operations

Construction operations for dewatering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to maintain compliance with existing State water quality standards and designated uses of the surface water body. The Contractor's diversions and dewatering operations shall comply with the state of Indiana water quality standards, and Sections 401 and 404 of the Clean Water Act. If the Contractor proposes diversions and dewatering operations not shown on the project drawings, or authorized under an existing permit, the Contractor must submit to the Government the design details of the proposed diversions and dewatering operations in advance of installing the Contractor-proposed feature. The Government will coordinate the Contractor-proposed features with the appropriate regulatory agencies to determine if additional permits are required. If additional permits will be required, the Government will obtain the additional permit coverage. It is the responsibility of the Contractor to allow sufficient time in the schedule to accommodate this review and compliance process, and to provide the Contracting Officer with any and all information that the Contracting Officer deems necessary to facilitate the process. The review and compliance process requires a minimum time frame of 90 calendar days, but could take substantially longer, possibly up to one year or, in unusual circumstances, even longer than one year, to complete. Any delays caused by the need to obtain additional permits shall be solely the responsibility of the Contractor, at no additional cost to the Government. Contractor shall not install Contractor-proposed features, not shown on the project drawings, without receiving written approval, and permits, from the Government.

#### 3.3.2 Stream Crossings

Stream crossings shall allow movement of materials or equipment without violating water pollution control standards of the Federal, State, and local governments. The Contractor shall comply with the State of Indiana water quality standards, and Sections 401 and 404 of the Clean Water Act for construction of stream crossing for this project. If the Contractor proposes stream crossings not shown on the project drawings, or authorized under an existing permit, the Contractor must submit to the Government the design details of the proposed stream crossing in advance of installing the Contractor-proposed feature. The Government will coordinate the Contractor-proposed features with the appropriate regulatory agencies to determine if additional permits are required. If additional permits will be required, the Government will obtain the additional permit coverage. It is the responsibility of the Contractor to allow sufficient time in the

schedule to accommodate this review and compliance process, and to provide the Contracting Officer with any and all information that the Contracting Officer deems necessary to facilitate the process. The review and compliance process requires a minimum time frame of 90 calendar days, but could take substantially longer, possibly up to one year or, in unusual circumstances, even longer than one year, to complete. Any delays caused by the need to obtain additional permits shall be solely the responsibility of the Contractor, at no additional cost to the Government. Contractor shall not install Contractor-proposed features, not shown on the project drawings, without receiving written approval, and permits, from the Government.

### 3.3.3 Wetlands

The Contractor shall not enter, disturb, destroy, or allow discharge of contaminants into any wetlands. The Contractor shall be responsible for the protection of wetlands shown on the drawings in accordance with paragraph ENVIRONMENTAL PERMITS AND COMMITMENTS. Authorization to enter specific wetlands identified shall not relieve the Contractor from any obligation to protect other wetlands within, adjacent to, or in the vicinity of the construction site and associated boundaries.

### 3.3.4 Control of Aquatic Nuisance Species

The Contractor shall conduct operating practices to prevent the spread of Aquatic Nuisance Species (ANS). Such practices shall include, but not be limited to, cleaning equipment to prevent the spread of seeds, eggs, larvae, or other dispersal vectors; and discharging or exchanging ballast water, or other water, from a vessel of any type to prevent transfer of water from one water body into another. Contractor remove all plants, sediment, and organisms from the vessel and shall thoroughly clean all equipment before being used on the project site.

## 3.4 AIR RESOURCES

Equipment operation, activities, or processes performed by the Contractor shall be in accordance with all Federal, State, and local air emission and performance laws and standards.

### 3.4.1 Particulates

Dust particles; aerosols and gaseous by-products from construction activities; and processing and preparation of materials, such as from asphaltic batch plants; shall be controlled at all times, including weekends, holidays and hours when work is not in progress. The Contractor shall maintain excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and other work areas within or outside the project boundaries free from particulates which would cause the Federal, State, and local air pollution standards to be exceeded or which would cause a hazard or a nuisance. Sprinkling, chemical treatment of an approved type, or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated to keep the disturbed area damp at all times. The Contractor must have sufficient, competent equipment available to accomplish these tasks. Particulate control shall be performed as the work proceeds and whenever a particulate nuisance or hazard occurs. The Contractor shall comply with all State and local visibility regulations.

### 3.4.2 Odors

Odors shall be controlled at all times. The odors shall not cause a health hazard and shall be in compliance with State of Indiana regulations and/or local ordinances.

### 3.4.3 Sound Intrusions

The Contractor shall keep construction activities under surveillance and control to minimize environment damage by noise. Noise levels shall be in compliance with applicable local codes and regulations.

### 3.4.4 Burning

Burning will not be allowed on the project site unless authorized in writing by the Contracting Officer. The specific time, location, and manner of burning shall be subject to approval.

## 3.5 CHEMICAL MATERIALS MANAGEMENT AND WASTE DISPOSAL

Disposal of wastes shall be as directed below, unless otherwise specified in other sections and/or shown on the drawings.

### 3.5.1 Solid Wastes

Solid wastes (excluding clearing and demolition debris) shall be placed in containers which are emptied on a regular schedule. Handling, storage, and disposal shall be conducted to prevent contamination. Segregation measures shall be employed so that no hazardous or toxic waste will become co-mingled with solid waste. The Contractor shall transport solid waste off Government property and dispose of it in compliance with Federal, State, and local requirements for solid waste disposal. A Subtitle D RCRA permitted landfill shall be the minimum acceptable off-site solid waste disposal option. The Contractor shall verify that the selected transporters and disposal facilities have the necessary permits and licenses to operate. The Contractor shall comply with Federal, State, and local laws and regulations pertaining to the use of landfill areas.

### 3.5.2 Chemicals and Chemical Wastes

Chemicals shall be dispensed ensuring no spillage to the ground or water. Periodic inspections of dispensing areas to identify leakage and initiate corrective action shall be performed and documented. This documentation will be periodically reviewed by the Government. Chemical waste shall be collected in corrosion resistant, compatible containers. Collection drums shall be monitored and removed to a staging or storage area when contents are within six inches of the top. Wastes shall be classified, managed, stored, and disposed of in accordance with Federal, State, and local laws and regulations.

### 3.5.3 Contractor Generated Hazardous Wastes/Excess Hazardous Materials

Hazardous wastes are defined in 40 CFR 261, or are as defined by applicable State and local regulations. Hazardous materials are defined in 49 CFR 171 - 178. The Contractor shall, at a minimum, manage and store hazardous waste in compliance with 40 CFR 262. The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials during dispensing. The Contractor shall segregate hazardous waste from other materials and wastes, shall protect it from the weather by placing

it in a safe covered location, and shall take precautionary measures such as berming or other appropriate measures against accidental spillage. The Contractor shall be responsible for storage, describing, packaging, labeling, marking, and placarding of hazardous waste and hazardous material in accordance with 49 CFR 171 - 178, State, and local laws and regulations. The Contractor shall transport Contractor generated hazardous waste off Government property within 60 calendar days in accordance with the Environmental Protection Agency and the Department of Transportation laws and regulations. The Contractor shall dispose of hazardous waste in compliance with Federal, State and local laws and regulations. Spills of hazardous or toxic materials shall be immediately reported to the Contracting Officer. Cleanup and cleanup costs due to spills shall be the Contractor's responsibility. The disposition of Contractor generated hazardous waste and excess hazardous materials are the Contractor's responsibility.

#### 3.5.4 Fuel and Lubricants

Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spill and evaporation. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State, Regional, and local laws and regulations. Used lubricants and used oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with 40 CFR 279, State, and local laws and regulations. Storage of fuel on the project site shall be in accordance with all Federal, State, and local laws and regulations, and must have the approval of the Contracting Officer.

#### 3.5.5 Waste Water

Disposal of waste water shall be as specified below, and the details concerning the disposal of waste water shall be described in the Waste Water Management Plan.

- a. Waste water from construction activities, such as onsite material processing (including sediment dewatering), concrete curing, foundation and concrete clean-up sewer cleaning wastes, water used in concrete trucks, forms, etc. shall not be allowed to enter water ways or to be discharged prior to being treated to remove pollutants. The Contractor shall dispose of the construction related waste water off-Government property in accordance with all Federal, State, Regional and Local laws and regulations.
- b. For discharge of ground water (water from dewatering activities), the Contractor shall obtain a State or Federal permit specific for pumping and discharging ground water prior to surface discharging. All surface discharge shall be done in accordance with the requirements of the NPDES Construction Site Activity Storm Water Permit. Land application shall be in accordance with all Federal, State, Regional, and/or Local laws and regulations for pumping and land applying ground water.

#### 3.6 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored recycling programs. The Contractor is further encouraged to minimize solid waste generation throughout the duration of the project.

### 3.7 NON-HAZARDOUS SOLID WASTE DIVERSION REPORT

The Contractor shall maintain an inventory of non-hazardous solid waste diversion and disposal of clearing and demolition debris. The Contractor shall submit a report to the Contracting Officer on the first working day after each fiscal year quarter, starting the first quarter that non-hazardous solid waste has been generated. The following shall be included in the report:

- a. Clearing and Demolition (C&D) Debris Disposed = \_\_\_\_\_ in cubic yards or tons, as appropriate.
- b. Clearing and Demolition (C&D) Debris Recycled = \_\_\_\_\_ in cubic yards or tons, as appropriate.
- c. Total C&D Debris Generated = \_\_\_\_\_ in cubic yards or tons, as appropriate.
- d. Waste Sent to Waste-To-Energy Incineration Plant (This amount should not be included in the recycled amount) = \_\_\_\_\_ in cubic yards or tons, as appropriate.

### 3.8 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES

Any identified existing historical, archaeological, and cultural resources within the Contractor's work area are shown on the drawings. The Contractor shall protect these resources and shall be responsible for their preservation during the life of the Contract. If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

### 3.9 BIOLOGICAL RESOURCES

The Contractor shall minimize interference with, disturbance to, and damage to fish, wildlife, and plants including their habitat. The Contractor shall be responsible for the protection of threatened and endangered animal and plant species including their habitat in accordance with Federal, State, Regional, and local laws and regulations.

### 3.10 PREVIOUSLY USED EQUIPMENT

The Contractor shall clean all previously used construction equipment prior to bringing it onto the project site. The Contractor shall ensure that the equipment is free from soil residuals, egg deposits from plant pests, noxious weeds, and plant seeds.

### 3.11 MAINTENANCE OF POLLUTION FACILITIES

The Contractor shall maintain permanent and temporary pollution control facilities and devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

### 3.12 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel and subcontractor personnel shall be trained in all phases of environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

### 3.13 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --

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DIVISION 01 - GENERAL REQUIREMENTS

SECTION 01 58 00

PROJECT IDENTIFICATION

**08/19, CHG 3: 11/21**

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01 58 00\_Sign Graphics

-- End of Section Table of Contents --

## SECTION 01 58 00

PROJECT IDENTIFICATION  
08/19, CHG 3: 11/21

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EP 310-1-6a (2006; 2019 Change 2) Project Operation --  
Sign Standards Manual, VOL 1

EP 310-1-6b (2006) Sign Standards Manual, VOL 2,  
Appendices

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

Sign Legend Orders; G, CS

SD-04 Samples

## 1.3 PROJECT IDENTIFICATION SIGN

## 1.3.1 Construction Project Signs

Construction project signs must be coordinated with the Contracting Officer. The signs include one Project Identification Sign and one Safety Performance Sign.

The construction project sign panels will each be electronically printed as a single decal and mounted on single sided vinyl faced White Board as described in Paragraph "MATERIALS" below.

The layout of all signs must be in accordance with the standards specified in the USACE graphics and sign standards manuals referenced above. Relevant portions of the manuals will be provided to the Contractor upon request. Examples of generic signs are shown on Plates 01 58 00.00 03-1 and 01 58 00.00 03-2 included at the end of this specification section.

Furnish the construction project sign package, maintain the signs during construction, and remove the signs from the job site upon completion of the project. The construction project sign package consists of two signs: one for project identification and the other to show the on-the-job safety



performance of the contractor. Ensure that the package conforms to the requirements of EP 310-1-6a and EP 310-1-6b, specifically Section 16. Submit the sign legend orders as described in Section 16 of EP 310-1-6a before erecting the signs.

## PART 2 PRODUCTS

### 2.1 PROJECT IDENTIFICATION LABEL

The two plates at the end of the section are generic because the project identification is not included. For this particular project, the project identification label must be identified as the following on both signs:

FOR LINE 1, Independence Hill Conservancy District (IHCD)  
FOR LINE 2, Lateral Sewer Improvement Project

### 2.2 PLACEMENT OF SPONSOR AND ARMY LOGO DECALS

#### 2.2.1 Sponsor and Army Decal Placement

Placement of an Army logo decal is shown on Plate 01 58-00-1. If a Sponsor logo decal is to be used, it is to be affixed to the sign in lieu of the Army logo decal.

#### 2.2.2 Placement of Decal

A 10-1/2 inch by 7.875 inch Army decal shall be provided by the Contracting Officer's Representative.

Align the decal with the same left margin as the Corps Signature (three inches from edge of sign).

Vertically center the decal between the last text and the bottom of the sign (so that the space above and below the decal are the same).

#### 2.2.3 Application Instructions

Clean the surface of the sign.

Place the decal in the desired location using masking tape.

With scissors, cut half the backing.

Rub from the decal's center outward, a little bit at a time, being careful not to trap bubbles.

When the first half has completely adhered to the sign face, remove the remaining backing and finish applying.

When you are sure that the decal is firmly placed onto the sign, slowly remove the white cloudy transfer paper on the decal's face.

Check for bubbles and gently work them out to the outer edges.

### 2.3 MATERIALS

The following are requirements for all of the construction project signs.

- a. The sign faces must be electronically printed on white

non-reflective vinyl decals four mil thick.

- b. The sign face decals must be mounted on panels of 1/2-inch thick White Board with single-sided vinyl facing. The entire circumference of the sign panels will be sealed and protected with white vinyl trim cap.
- c. Apply protective overlamine film over the sign face decals capable of minimizing the deteriorating effects of ultraviolet radiation and providing additional protection against weathering and application of graffiti.
- d. Provide two inch by four inch struts between the four inch by four inch support posts to reinforce the top and bottom edges of the sign panels.
- e. Wood material for the posts must be preservative treated, structural grade Douglas Fir or No. 1 Southern Pine, or better. All other wood members must be of well seasoned, kiln dried, clear redwood, bald cypress, red cedar, Douglas fir, spruce, tulip poplar, or white pine. The lumber materials must be free of splits, wane, and loose knots or pitch pockets. Fasten all members of the sign with screws or bolts of type, size, number, and spacing to provide rigid construction and neat appearance. If the vertical supports system does not rigidly support the sign due to local soil conditions or wind loading, provide additional bracing of the sign supports. Additional bracing must be composed of two inch by four inch bracing bolted to the inside face of each four inch by four inch support post and firmly anchored to the ground behind the sign. Additional bracing is not required to be preservative treated lumber.
- f. All bolts must be 0.375-inch diameter and four-inch long Allen head bolts, threaded to match T-nuts.

### PART 3 EXECUTION

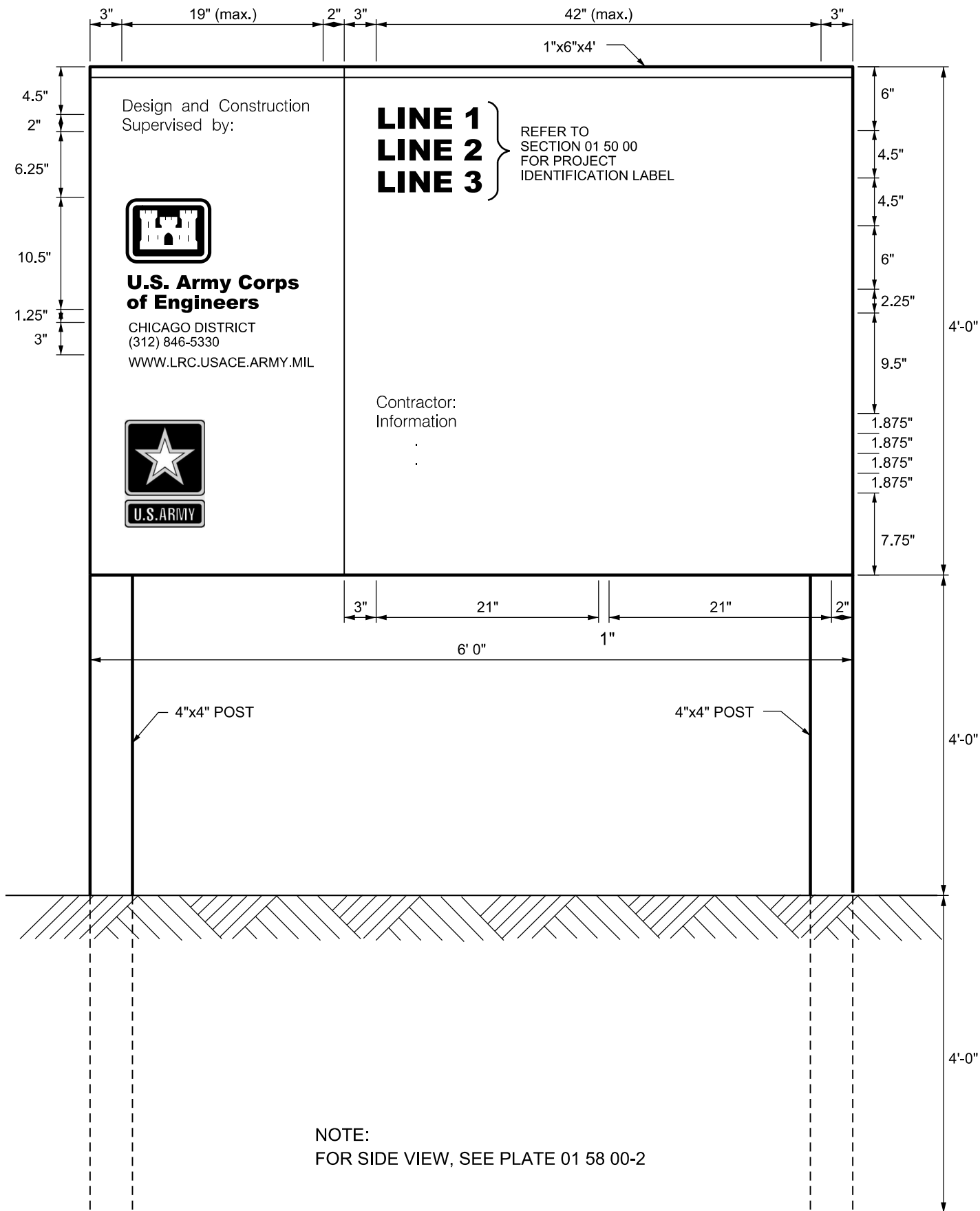
#### 3.1 INSTALLATION

Affix the panels to the posts with the allen head bolts prior to erection of the signs, including drilling counter-sunk 0.375-inch diameter holes in the posts to match the T-nut locations. Take all precautions necessary to protect the faces of the signs from damage during assembly and construction. Install signs upon commencement of the work under this contract. Each sign location must be clear and level to facilitate the installation, and provide easy visual contact. Install and position the sign plate and posts as indicated on 01 58 00\_Sign Graphics , attached at the end of this section. Install signs plumb and level.

#### 3.2 MAINTENANCE

Maintain the signs and sites in good condition throughout the construction period.

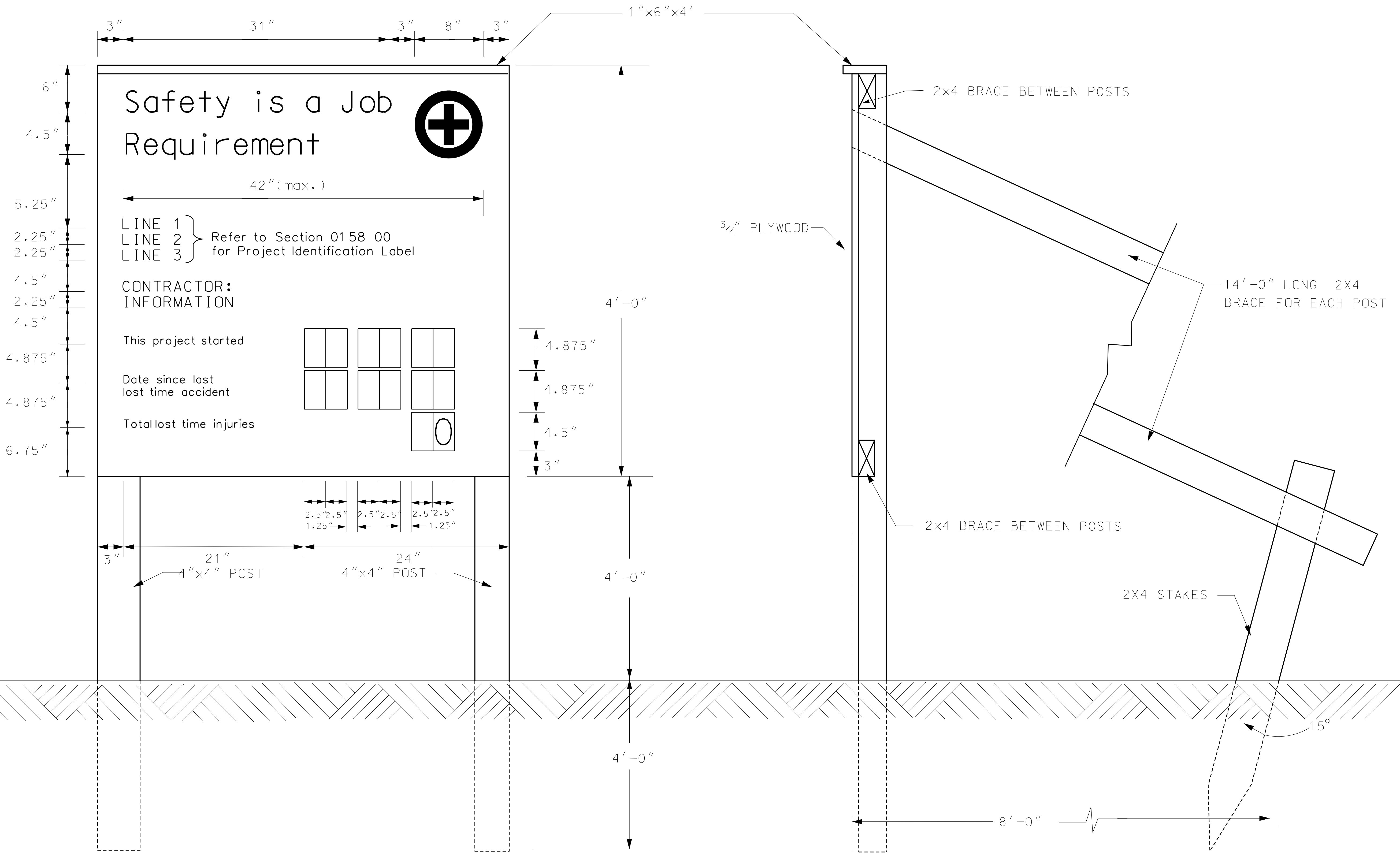
-- End of Section --



## **GENERIC PROJECT IDENTIFICATION SIGN**

NOT TO SCALE

PLATE 01 58 00-1



GENERIC SAFETY PERFORMANCE SIGN  
NOT TO SCALE

PLATE 01 58 00-2

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## SECTION 01 78 00

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02/15

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-- End of Section Table of Contents --

## SECTION 01 78 00

CLOSEOUT SUBMITTALS  
02/15

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## ASTM INTERNATIONAL (ASTM)

ASTM E1971 (2005; R 2011) Standard Guide for  
Stewardship for the Cleaning of Commercial  
and Institutional Buildings

## GREEN SEAL (GS)

GS-37 (2012) Cleaning Products for Industrial  
and Institutional Use

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

## SD-03 Product Data

As-Built Record of Equipment and Materials

Warranty Management Plan

Warranty Tags

Final Cleaning

Spare Parts Data

## SD-08 Manufacturer's Instructions

Preventative Maintenance

Condition Monitoring (Predictive Testing)

Inspection

Posted Instructions

## SD-10 Operation and Maintenance Data

Operation and Maintenance Manuals; G,CS,AE

#### SD-11 Closeout Submittals

Intermediate Working CAD Drawing Submittal

Final CAD Drawing Submittal

Final CAD Drawing Backcheck Submittal; G,CS,AE

Final Approved Shop Drawings; G,CS,AE

Final Approved Specifications; G,CS,AE

### 1.3 DEFINITIONS

#### 1.3.1 Contract Documents

The contract documents consist of the drawings and specifications. After the contract has been awarded, all amendments issued during solicitation are incorporated into the contract documents. The government will provide the contract documents on an optical disc (CD or DVD ) and two sets of full size hard copies of the drawings, to the Contractor at the preconstruction meeting. The hard copies of the drawings will become the Contractor's "Working Hardcopy Drawings" and the pdf of the drawings shall become the Working Electronic Redlines Drawing PDFs. The Drawings were developed using Bentley Systems Microstation. The drawings will be provided in the native CAD format and pdf format. The specifications were developed in SpecsIntact and only the pdf file will be provided. The contract documents provided to the contractor are typically referred to as the Contract Set.

#### 1.3.2 Survey Files

Survey data that is collected during construction by the contractor shall be provided to the Government as completed at the Intermediate Working CAD Drawing Submittal and the Final CAD Drawing Submittal. Data includes both the ASCII point code file and the Survey CADD File. Both files shall contain the following minimum meta data: Surveyor Name, Date of Survey, Horizontal and Vertical Datums. The Final CAD Drawings Submittal should be updated based on any field surveys completed during construction.

#### 1.3.3 Working Hardcopy Drawings

Hard Copy Drawings from the Contract Set provided by the government, may be used by the Contractor to record any revisions that were uncovered during construction but will not replace "Working Electronic Redlines Drawing PDFs" described below. Working Hardcopy drawings are the printed, hardcopy sets of drawings that can be revised by markup during the execution of the project to show the current as-built conditions.

##### 1.3.3.1 Working Electronic Redlines Drawing PDFs

A PDF of the drawings is provided of the as-awarded provided by the government, shall be used by the Contractor to record any revisions that were uncovered during construction. Electronic redlines are revised by markup during the execution of the project to show the current as-built conditions.



#### 1.3.4 Working CAD Drawings

Electronic Computer Aided Drawings (CAD) Drawings from the Contract Set provided by the government is the basis that will be used by the Contractor to record any revisions that were uncovered during construction. Working CAD Drawings are the electronic CAD Files that are revised in tandem with the Working Electronic Redlines Drawing PDFs during execution of the project to show current as-built conditions.

#### 1.3.5 Shop Drawings

Shop drawings as defined by the FAR, are drawings showing fabrication, assembly, or installation, as well as diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data. The shop drawing typically shows more detail than the Contract Documents. It is drawn to explain the fabrication and/or installation of the items.

#### 1.3.6 Final Hardcopy Drawings

The Final Hardcopy Drawings are the completed Working Electronic Redlines Drawing PDFs including all markup revisions which reflect final as-built conditions. The drawings included all of the hand written markups that have occurred, since the contract set was provided to the contractor.

#### 1.3.7 Final CAD Drawings

The Final CAD Drawings are the completed Working CAD Drawings that incorporate all changes shown on the Final Hardcopy Drawings and reflect the final as-built conditions of the project.

#### 1.3.8 Plotted Final CAD Drawings

The Plotted Final CAD Drawings are plotted from the Final CAD Drawings. The Plotted Final CAD Drawings should reflect the all of the revisions shown in the Final Hardcopy Drawings.

#### 1.3.9 As-built Drawings

The as-built Drawings consist of the Final CAD Drawings and Final Hardcopy Drawings, which include modifications during construction, field requested changes, and Contractor designs required during construction. If the Working CAD Drawings and Working Electronic Redlines Drawing PDFs are properly maintained during construction, when project construction is complete, the as-built Drawings should be near completion.

#### 1.3.10 Record Drawings

The Record Drawings are the final as-built drawings accepted by the government. The final submittal from the contractor include the Final CAD Drawings, Final Hardcopy Drawings, and Plotted Final CAD Drawings.

### 1.4 DRAWING PREPARATION

It may be necessary to revise the Working CAD Drawings and Working Electronic Redlines Drawing PDFs to correctly show the features of the project as it has been constructed. These Working Electronic Redlines Drawing PDFs must be neat, legible and accurate. The Working CAD Drawings must follow AEC CADD standards. These drawings are part of the permanent

records of this project and must be submitted to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor must be satisfactorily replaced by the Contractor at no expense to the Government.

For additional guidance and support developing As-Builts to USACE standards, please see the following:

<http://www.lrc.usace.army.mil/BusinessWithUs.aspx>

#### 1.4.1 Working Hardcopy Drawing and Working CAD Drawing Preparation

Revise the Working Electronic Redlines Drawing PDFs by the red-line process to show the as-built conditions during the construction of the project. Keep the Working Electronic Redlines Drawing PDFs current and at least one set available on the jobsite at all times. Changes from the contract drawings, which are made during the course of construction must be accurately and neatly recorded as they occur by means of details and notes. The Working Electronic Redlines Drawing PDFs must be updated in tandem with Working CAD Drawings. Routine updates, must occur at the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working hard copy drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working CAD drawings and Working Electronic Redlines Drawing PDFs as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of Working CAD drawings and Working Electronic Redlines Drawing PDFs. Show on the Working CAD and Hardcopy drawings, but not limited to, the following information:

- a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, show by offset dimensions to two permanently fixed surface features the end of each run including each change in direction on the record drawings. Locate valves, splice boxes and similar appurtenances by dimensioning along the utility run from a reference point. Also record the average depth below the surface of each run.
- b. The location and dimensions of any changes within the building structure.
- c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or provided by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- e. The topography, invert elevations and grades of drainage installed

or affected as part of the project construction.

- f. Changes or modifications which result from the final inspection.
- g. Where contract drawings or specifications present options, show only the option selected for construction on the final as-built prints.
- h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, provide a contour map of the final borrow pit/spoil area elevations.
- i. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.
- j. Modifications (include within change order price the cost to change working and final record drawings to reflect modifications) and compliance with the following procedures.
- k. Follow directions in the modification for posting descriptive changes.
- l. Place a Modification at the location of each deletion.
- m. For new details or sections which are added to a drawing, place a Modification by the detail or section title.
- n. For minor changes, place a Modification by the area changed on the drawing (each location).
- o. For major changes to a drawing, place a Modification by the title of the affected plan, section, or detail at each location.
- p. For changes to schedules or drawings, place a Modification either by the schedule heading or by the change in the schedule.
- q. The Modification size must be 1/2 inch diameter unless the area where the delta is to be placed is crowded. Smaller size delta must be used for crowded areas.

#### 1.4.1.1 Working Electronic Redlines Drawing PDFs

The Working Hard Copy Drawings are defined above. The following "base" colors must be used in the markups: red, green, and blue:

- a. Deletions (Red) - Over-strike deleted graphic items (lines), lettering in notes and leaders.
- b. Additions (Green) - Added items, lettering in notes and leaders.
- c. Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes.

#### 1.4.1.2 Working CAD Drawings

Only employ personnel proficient in the preparation of CAD drawings to modify the contract drawings or prepare additional new drawings. Additions and corrections must be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols must be the same as the original line colors,

line weights, lettering, layering conventions, and symbols. If additional drawings are required, prepare them using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final record drawings must be identical to that used on the contract drawings. Any additional sheets added to Working Electronic Redlines Drawing PDFs must be developed and contained in the Working CAD Drawings. Accomplish additions and corrections to the Working CAD Drawings using Microstation V8i. The electronic files will be supplied on optical disc (CD or DVD). Provide all program files and hardware necessary to prepare final record drawings. The Contracting Officer will review final hardcopy drawings and final CAD drawings for accuracy and return them to the Contractor for required corrections, changes, additions, and deletions.

- a. All changes must be made on the layer/level as the original item.
- b. When final revisions have been completed, show the wording "RECORD DRAWINGS / AS-BUILT CONDITIONS" followed by the name of the Contractor in letters at least 3/16 inch high on the cover sheet drawing. Mark all other contract drawings either "Record" drawing denoting no revisions on the sheet or "Revised Record" denoting one or more revisions. Date original contract drawings in the revision block.

#### 1.5 CAD DRAWING SUBMITTAL FORMAT

CAD Drawings submitted to the government, must be placed on an optical disc (CD or DVD).

- a. Label the optical disc with the following information:  
  
Project Name,  
  
Date optical disc was created,  
  
Contract Number, and  
  
Contractors Name.
- b. Use the same directory structure and file names as the contract set provided by the Government.
- c. Include the following files:  
  
A list of files in either a Microsoft Word or ASCII text file, containing the electronic file names and sheet titles where applicable,  
  
Microstation \*.dgn files for all CADD files,  
  
Survey Point Code File \*.txt - for any survey data collected, and  
  
Adobe PDF copy for all CADD files.

#### 1.6 INTERMEDIATE WORKING CAD DRAWING SUBMITTAL

Provide the Working CAD Drawings to the Contracting Officer at two intermediate stages of construction, prior to the end of the Construction. The first will occur when approximately 25 percent of the project has been constructed and the other will occur when approximately

75 percent of the project has been constructed. The Contracting Officer will provide the Contractor with 10 calendar days notice when the Working CAD Drawings are requested. Contractor must attend a meeting with the Government to review the \*dgn files, within 15 calendar days after each submission.

#### 1.7 FINAL HARDCOPY DRAWING AND FINAL CAD DRAWING REVIEW AND APPROVAL

##### 1.7.1 Final CAD Drawing Submittal

Within 15 calendar days after the final inspection, submit Final CAD Drawings, Final Working Hardcopy, and Plotted Final CAD Drawings for Government review and approval.

All other documents which may include design analysis, catalog cuts, certification documents that are not available in native electronic format must be scanned and included.

##### 1.7.2 Final CAD Drawing Backcheck Submittal

The Government will submit any necessary revisions within 15 calendar days. Within 15 calendar days the Contractor will incorporate the revisions and resubmit the Plotted Final Hardcopy Drawing and Final CAD Drawing to the Government. All corrections must be included in this submittal.

The Final CAD Drawings must be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CAD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final record drawing files and marked prints as specified will be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of Final CAD Drawings must be accomplished before final payment is made to the Contractor. Upon approval the drawings, become the Record Drawings.

##### 1.7.3 Special Conditions

For projects where portions of construction are to be occupied or activated before overall project completion, including portions of utility systems, as-built drawings for those portions of the facility being occupied or activated must be supplied at the time the facility is occupied or activated.

In the event the Contractor accomplishes additional work which changes the as-built conditions of the facility, after submission and approval of the final hardcopy and cad drawings, the Contractor must update the drawings.

##### 1.7.4 Final Approved Shop Drawings

Provide final approved project shop drawings 30 calendar days after transfer of the completed facility.

##### 1.7.4.1 Final Approved Specifications

Provide final record construction contract specifications, including

modifications thereto, 30 calendar days after transfer of the completed facility.

#### 1.8 RETAINAGE

The cost of as-built document preparation includes all requirements of this clause:

- a. Maintenance of working as-built drawings,
- b. Conversion of submittals and other miscellaneous documents into electronic files,
- c. Creation of an optical disc containing all required files, and
- d. Submittal of as-built documents in the required media forms and numbers of copies.

If the Contractor fails to maintain the Working Electronic Redlines Drawing PDFs and working cad drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount that, in the Contracting Officer's judgment, represents the estimated cost of bringing the as-built documents up to date. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of the working drawings.

b. Retainage for the as-built drawings in the amount of \$50,000 or one percent of the present construction value, whichever is the greater, will be withheld from the amounts due to the Contractor when progress under the contract reaches 75 percent completion. This amount will be withheld until the final As-built Drawings are accepted by the Government. If an acceptable as-built drawing submittal is not provided within 45 calendar days from the date the Contractor received the approved working as-built drawings, the Government reserves the right to unilaterally modify the contract to de-obligate the aforementioned amount from the final Contract amount.

No separate payment will be made for providing approved as-built drawings required under this contract. All costs in connection therewith must be considered a subsidiary obligation of the Contractor.

#### 1.9 PROJECT RECORD DOCUMENTS

##### 1.9.1 As-Built Record of Equipment and Materials

Provide one copy of preliminary record of equipment and materials used on the project 15 calendar days prior to final inspection. This preliminary submittal will be reviewed and returned two business days after final inspection with Government comments. Key the designations to the related area depicted on the contract drawings. List the following data:

RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA				
Description	Specification Section	Manufacturer and Catalog, Model, and Serial Number	Composition and Size	Where Used

#### 1.9.2 Final Approved Shop Drawings

Provide final approved project shop drawings 30 calendar days after transfer of the completed facility.

#### 1.9.3 Real Property Equipment

Provide a list of installed equipment provided under this contract. Include all information usually listed on manufacturer's name plate. In the "EQUIPMENT-IN-PLACE LIST" include, as applicable, the following for each piece of equipment installed: description of item, location (by room number), model number, serial number, capacity, name and address of manufacturer, name and address of equipment supplier, condition, spare parts list, manufacturer's catalog, and warranty. Provide a draft list at time of transfer. Provide the final list 30 calendar days after transfer of the completed facility.

#### 1.10 SPARE PARTS DATA

Submit two copies of the Spare Parts Data list.

- a. Indicate manufacturer's name, part number, nomenclature, and stock level required for maintenance and repair. List those items that may be standard to the normal maintenance of the system.
- b. Supply one item of each part for spare parts inventory. Provision of spare parts does not relieve the Contractor of responsibilities listed under the contract guarantee provisions.

#### 1.11 PREVENTATIVE MAINTENANCE

Submit [Preventative Maintenance](#), [Condition Monitoring \(Predictive Testing\)](#) and [Inspection](#) schedules with instructions that state when systems should be retested.

- a. Define the anticipated length of each test, test apparatus, number of personnel identified by responsibility, and a testing validation procedure permitting the record operation capability requirements within the schedule. Provide a signoff blank for the Contractor and Contracting Officer for each test feature (e.g., [gpm](#), [rpm](#), [psi](#)). Include a remarks column for the testing validation procedure referencing operating limits of time, pressure, temperature, volume, voltage, current, acceleration, velocity, alignment, calibration, adjustments, cleaning, or special system notes. Delineate procedures for preventative maintenance, inspection, adjustment, lubrication and cleaning necessary to minimize corrective maintenance and repair.
- b. Repair requirements must inform operators how to check out, troubleshoot, repair, and replace components of the system. Include electrical and mechanical schematics and diagrams and diagnostic

techniques necessary to enable operation and troubleshooting of the system after acceptance.

## 1.12 WARRANTY MANAGEMENT

### 1.12.1 Warranty Management Plan

Develop a warranty management plan which contains information relevant to the FAR clause 52.246-21 WARRANTY OF CONSTRUCTION. At least 30 calendar days before the planned pre-warranty conference, submit one set of the warranty management plan. Include within the warranty management plan all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan must be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below must include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase must be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Assemble approved information in a binder and turn over to the Government upon acceptance of the work. The construction warranty period will begin on the date of project acceptance and continue for the full product warranty period. A joint four month and nine month warranty inspection will be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Include within the warranty management plan, but not limited to, the following:

- a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.
- b. Provide with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.
- c. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.
- d. A list for each warranted equipment, item, feature of construction or system indicating:
  - (1) Name of item.
  - (2) Model and serial numbers.
  - (3) Location where installed.
  - (4) Name and phone numbers of manufacturers or suppliers.
  - (5) Names, addresses and telephone numbers of sources of spare parts.
  - (6) Warranties and terms of warranty. Include one-year overall warranty of construction, including the starting date of warranty of construction. Items which have extended warranties must be



indicated with separate warranty expiration dates.

- (7) Cross-reference to warranty certificates as applicable.
  - (8) Starting point and duration of warranty period.
  - (9) Summary of maintenance procedures required to continue the warranty in force.
  - (10) Cross-reference to specific pertinent Operation and Maintenance manuals.
  - (11) Organization, names and phone numbers of persons to call for warranty service.
  - (12) Typical response time and repair time expected for various warranted equipment.
- e. The Contractor's plans for attendance at the four and nine month post-construction warranty inspections conducted by the Government.
  - f. Procedure and status of tagging of all equipment covered by extended warranties.
  - g. Copies of [instructions](#) to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

#### 1.12.2 Performance Bond

The Contractor's Performance Bond must remain effective throughout the construction period.

- a. In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds of expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.
- b. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Contracting Officer will have the right to recoup expenses from the bonding company.
- c. Following oral or written notification of required construction warranty repair work, respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

#### 1.12.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction

warranty will be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, provide the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, be continuously available, and be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

#### 1.12.4 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. Submit a report on any warranty item that has been repaired during the warranty period. Include within the report the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframe specified, the Government will perform the work and backcharge the construction warranty payment item established.

- a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within four hours, initiate work within six hours and work continuously to completion or relief.
- b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within eight hours, initiate work within 24 hours and work continuously to completion or relief.
- c. Third Priority Code 3. All other work to be initiated within three business days and work continuously to completion or relief.
- d. The "Construction Warranty Service Priority List" is as follows:

Code 1-Life Safety Systems  
Fire suppression systems.

Code 1-Electrical  
(1) Power Failure (entire area or any building operational after 1600 hours).  
(2) Security lights.  
(3) Smoke detectors.

Code 3-Electrical  
Street lights.

Code 1-Gas  
(1) Leaks and breaks.  
(2) No gas to family housing unit or cantonment area.

Code 1-Heat  
Area power failure affecting heat.

Code 2-Water (Exterior)  
No water to facility.

Code 3-All other work not listed above.

#### 1.12.5 Warranty Tags

At the time of installation, tag each warranted item with a durable, oil and water resistant tag approved by the Contracting Officer. Attach each tag with a copper wire and spray with a silicone waterproof coating. Submit two record copies of the warranty tags showing the layout and design. The date of acceptance and the QC signature must remain blank until the project is accepted for beneficial occupancy. Show the following information on the tag.

TYPE OF PRODUCE/MATERIAL	
Model Number	
Serial Number	
Contract Number	
Warranty Period From/To	
Inspector's Signature	
Construction Contractor	
Address	
Telephone Number	
Warranty Contact	
Address	
Telephone Number	
Warranty Response Time Priority Code	
WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.	

#### 1.12.6 Assignment Of Warranty

Warranties shall be assigned to the Lake Station Sanitary District.

#### 1.13 OPERATION AND MAINTENANCE MANUALS

Submit six copies of the project operation and maintenance manuals 30 calendar days prior to testing the system involved. Update and resubmit data for final approval no later than 30 calendar days prior to contract completion.

### 1.13.1 Configuration

Operation and Maintenance Manuals must be consistent with the manufacturer's standard brochures, schematics, printed instructions, general operating procedures, and safety precautions. Bind information in manual format and grouped by technical sections. Test data must be legible and of good quality. Light-sensitive reproduction techniques are acceptable provided finished pages are clear, legible, and not subject to fading. Pages for vendor data and manuals must have 0.3937-inch holes and be bound in three-ring, loose-leaf binders. Organize data by separate index and tabbed sheets, in a loose-leaf binder. Binder must lie flat with printed sheets that are easy to read. Caution and warning indications must be clearly labeled.

### 1.13.2 Training and Instruction

Submit classroom and field instructions in the operation and maintenance of systems equipment where required by the technical provisions. These services must be directed by the Contractor, using the manufacturer's factory-trained personnel or qualified representatives. Contracting Officer will be given seven calendar days written notice of scheduled instructional services. Instructional materials belonging to the manufacturer or vendor, such as lists, static exhibits, and visual aids, must be made available to the Contracting Officer.

### 1.14 CLEANUP

Provide final cleaning in accordance with ASTM E1971 and submit two copies of the listing of completed final clean-up items. Leave premises "broom clean". Comply with GS-37 for general purpose cleaning and bathroom cleaning. Use only non-hazardous cleaning materials, including natural cleaning materials, in the final cleanup. Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces. Clean equipment and fixtures to a sanitary condition. Clean debris from roofs, gutters, downspouts and drainage systems. Sweep paved areas and rake clean landscaped areas. Remove waste and surplus materials, rubbish and construction facilities from the site. Recycle, salvage, and return construction and demolition waste from project in accordance with the Waste Management Plan. Promptly and legally transport and dispose of any trash. Do not burn, bury, or otherwise dispose of trash on the project site.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

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DIVISION 22 - PLUMBING

SECTION 22 05 83.63

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11/16

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## SECTION 22 05 83.63

CURED-IN-PLACE PIPE (CIPP) LINING  
11/16

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

## AMERICAN WATER WORKS ASSOCIATION (AWWA)

AWWA C950 (2020) Fiberglass Pressure Pipe

## ASTM INTERNATIONAL (ASTM)

ASTM D543 (2020) Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents

ASTM D638 (2014) Standard Test Method for Tensile Properties of Plastics

ASTM D790 (2017) Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials

ASTM F1216 (2016) Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

ASTM F1743 (2016) Standard Practice for Rehabilitation of Existing Pipeline and Conduits by Pulled-In-Place Installation of Cured-In-Place Thermosetting Resin Pipe (CIPP)

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, an "AE" designation following the "G" classification identifies the submittal will be reviewed by the local Sponsor's (LS's) Engineer. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

SD-03 Product Data

Installation Equipment; G, AE

CIPP Lining Tube; G, AE

Pipe Thermoset Epoxy Resin; G, AE

Liner Materials; G, AE

SD-08 Manufacturer's Instructions

CIPP Manufacturer's Written Installation Instructions

SD-11 Closeout Submittals

Report Summarizing The Extent Of the Pipe Lining Performed; G, AE

Pipe Pre-Lining Inspection

Pipe Post-Lining Inspection

Manufacturer's Warranty

Record Drawings

### 1.3 PROJECT/SITE CONDITIONS

Clean & Inspect the Lateral lines with closed -circuit television (CCTV) and determine the overall condition of the lateral pipes before the pre-conditioning of the pipe. The Contracting Officer shall review the pre lining inspection video prior to any cured-in-place pipe (CIPP) operations commencing. Contractor shall proceed for lining of sewer only after the approval of the Contracting Officer. Contractor shall provide a pre-CIPP and post-CIPP video of the lined sewer laterals within each sewer segment lines (Manhole to Manhole). See Section 33 01 30.16 TV INSPECTION OF SEWERS.

Independence Hill Conservancy District (IHCD) lined their sewer mains in the project area between 2009 & 2012. They have a CCTV inspection Videos of the post-CIPP Sewer Mains. These videos are available for viewing in IHCD's office to Contractors interested in bidding on the project during the normal business hours with a pre scheduled appointment.

### 1.4 WARRANTY

Submit Three copies of the signed [Manufacturer's Warranty](#) for products within two weeks of final completion of the work.

## PART 2 PRODUCTS

### 2.1 SYSTEM DESCRIPTION

a. It is the intent of this specification to provide for the structural re-construction of 4" thru 6" diameter service laterals and a water tight interface connection seal in 8-inch through 12-inch pre-lined sewer main pipes, without excavation, by the installation of a one-piece resin impregnated, flexible, non-woven felt liner installed into the existing lateral connection utilizing a pressure apparatus positioned in the main pipe. Curing shall be accomplished by use of ambient cure resin or other approved methods to cure the resin into a hard impermeable Cured-In-Place-Pipe (CIPP). When cured, the liner shall have a watertight connection seal at the main pipe and extend 5' measured from the Sewer Main over the length of the service

lateral in a structural pipe-within-a-pipe.

b. Contractor is required to submit a Homeowners Notification flyer on company letterhead to the Contracting Officer. Once approved, the flyer should be posted on homeowner's door 48-hours in advance (minimum) of cleaning/televising/CIPP activities for each sewer lateral that will be lined or cleaned. The flyer shall contain the following and any additional information deemed important for the homeowners to know about lining activities occurring in their neighborhood:

i. Date and time frame any CIPP lining activities will occur; Owner reserves the right to request modifications to flyer before its approval.

ii. What homeowner should do to prepare for cleaning/televising/CIPP lining activities;

iii. What homeowner should do in case styrene smoke is seen or smelled;

iv. "Information about Styrene" fact sheet (i.e., describes plastic smell, how styrene is used in the sewer repair process, styrene odors and health risks for humans and pets, etc.); and

v. Safety Data Sheet (SDS) available upon request notation with Contractor's contact information including a telephone number (Contractor will keep a stock onsite and be the responsible party to deliver such requests).

Contractor shall submit the flyer to Contracting Officer's Representative (COR), Engineer, and Owner for approval prior to its use for this project. Owner reserves the right to request modifications to flyer before its approval.

All sewers and manholes within project shall be cleaned of all construction debris.

Perform the reconstruction using a tube of one or more layers of flexible needle-perforated felt or an equivalent non-woven perforated material and a thermo-set resin with physical and chemical properties appropriate for the application, in accordance with [ASTM F1216](#). Submit product data for the [epoxy resin](#), [liner materials](#), and [installation equipment](#).

The Felt Tube shall be fabricated to a size that, when installed, will neatly fit the internal circumference of the conduit. Allowance shall be made for circumferential stretching during insertion. Contractor is responsible to confirm pipe diameters and roundness for liner material calculations for each specific lateral pipe location.

The minimum thickness for the liner material shall be verified by design calculations prepared by a Professional Engineer familiar with CIPP design for each specific pipe location. Design of the liner shall be based on the conditions of the existing pipe which shall be classified as fully deteriorated based on the definitions thereof contained in ASTM F1216 Appendix X1. The liner shall be designed to withstand all imposed loads, including live loads if applicable and hydrostatic pressure. The groundwater elevation above the invert of the existing sewer to receive lining shall be actual depth to crown. The proposed cured-in-place liner to be used shall be designed for a minimum 50-year service life under continuous loading conditions.



Provide a new cured-in-place pipe (CIPP) lining system for the wastewater lateral sewers that is complete and ready for operation.

## 2.2 MATERIALS

### 2.2.1 CIPP Lateral Material

#### a. CIPP Lateral Material

i. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit with a minimum length of 5-inches into the sewer Main side of the connection and 5' length along the lateral. Allowance shall be made for circumferential stretching during insertion. The liner shall be a joint-less polyester felt "tube" with sewn seams and/or a semi - rigid collar at the connection that will create a watertight seal at the main pipe interface.

ii. The length shall be a distance to effectively span from the lateral connection at the main pipe to the termination location of 5 feet from the main in the service lateral pipe. The lateral liner must provide a watertight seal at the main pipe and a structural repair of the lateral for the length of 5 feet. The installer shall verify the lengths in the field before impregnation of the resin.

iii. Unless otherwise specified, this Installer shall furnish a specially designed, unsaturated, Polyester or Vinylester resin and catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

#### b. Physical Strength

i. The structural performance of the finished cured-in-place-pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place-pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin saturation using vacuum impregnation will be allowed.

ii. Design methods are to be derived from traditionally accepted pipe formulas for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The design method shall be submitted to the Engineer for approval.

iii. The CIPP lateral pipe shall conform to the minimum structural standards as listed below:

Property	ASTM Standard	Result
Flexural Stress	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi

### 2.2.2 Structural

All pipes to be rehabilitated shall be considered fully deteriorated for

structural design purpose.

The CIPP shall be designed as per ASTM F 1216 with the following design parameters:

Design Safety Factor	2
%Ovality	2
Ground Water Depth (Ft) above Invert	8 feet
Soil Depth above the Crown	15 feet (Minimum)
Soil Modulus (psi)	1633
Live Load	H-20
Minimum Thickness	4 mm (4 inch & 6 inch lateral)

Product shall be sized to fit the pipe allowing for circumferential and longitudinal stretching during installation, so that the final cured product will be tight against the existing pipe wall. The product will be suitable for use with raw untreated wastewater, including being resistant to sewage having a pH range of 5 to 11 and temperature up to 150 degrees F. The line shall be designed for a minimum service life of 50 years.

### 2.2.3 CIPP Lining Tube

Provide a liner tube consisting of one or more layers of flexible needle-perforated felt or an equivalent non-woven perforated material, continuous in length with uniform wall thickness. Allow overlapping sections in the length of the liner. Ensure that the liner tube can conform to 45- and 90-degree bends, offset joints, bells, and disfigured pipe sections.

Provide an integrated bladder within the felt tube. Ensure that the bladder is made from materials compatible with the felt and resin systems used and can withstand the required installation pressure.

Provide fiberglass pressure pipe in accordance with AWWA C950.

### 2.2.4 CIPP Properties

Provide a CIPP that meets minimum chemical-resistance requirements in accordance with ASTM D543. Conduct a test whereby the CIPP is exposed to the chemical solutions listed in Table 1 at temperatures up to 75 degrees F. Conduct this test for a minimum of one month. Do not accept the CIPP if the values for the CIPP's structural properties show a loss of 20 percent or more from the initial values.

TABLE 1 - CHEMICAL-RESISTANCE REQUIREMENTS	
<u>Chemical Solution Concentration</u>	<u>Percent</u>
Tap Water (pH 6-9)	100.0

TABLE 1 - CHEMICAL-RESISTANCE REQUIREMENTS	
<u>Chemical Solution Concentration</u>	<u>Percent</u>
Nitric Acid	5.0
Phosphoric Acid	10.0
Sulfuric Acid	10.0
Gasoline	100.0
Vegetable Oil	100.0
Detergent or Soap	0.1

Ensure that the CIPP meets the minimum structural properties listed in Table 2:

TABLE 2 - CIPP INITIAL STRUCTURAL PROPERTIES - ASTM F1743		
<u>Property</u>	<u>ASTM Test Method</u>	<u>Minimum Value</u>
Tensile Strength	ASTM D638	3,000 psi
Flexural Strength	ASTM D790	4,500 psi
Short-Term Flexural Modulus of Elasticity	ASTM D790	250,000 psi

Provide a cured liner with a light blue reflective internal wall color so that a CCTV inspection can show details clearly.

#### 2.2.5 Resin

Provide an epoxy-resin-impregnated, cured tube that is resistant to shrinkage, corrosion, and oxidation resistant to abrasion from solids, grit, and sand in rainwater; and is solvent-free. Use a resin with proven resistance to storm water and ultra-violet light (sunlight) before to installation. Do not use polyester or vinyl ester resins.

Ensure that the proposed resin system does not contain silicones, stearates, or natural waxes that would adversely affect the adhesive properties or other chemical or physical properties of the CIPP liner.

#### 2.2.6 Material and Equipment Acceptance

At the time of manufacture, each lot of liner shall be inspected for defects. At the time of installation, the liner shall be homogeneous throughout, uniform in color, free of holes, foreign materials, blisters, or deleterious materials.

No sewer segment shall be lined without prior notification of the Owner, or Contracting Officer's Representative (COR) and LS. Each liner shall be subject to inspection by the Contracting Officer immediately before it is installed, and the defective liner shall be rejected.

The Contractor shall furnish, prior to use of the lining materials, satisfactory written guarantee of his compliance with the manufacturer's standards for all materials and techniques being used in the

cured-in-place lining process. The Contractor shall provide certified test results from the manufacturer that the material conforms with the applicable requirements. Materials not complying with requirements shall be rejected.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

Install the CIPP system, including materials, workmanship, fabrication, assembly, erection, examination, and inspection.

##### 3.1.1 Preparations

a. Complete the following preparations, unless approved otherwise by the Contracting Officer. The Contractor may have to remove the fencing for his work, and must place existing fencing in the previous location at the end of a work day. This work should be coordinated with the homeowner. The Contracting Officer makes no guarantee regarding the information, data, and physical condition of underground facilities or existing pipe lines. Before commencing with any lining work, or ordering any materials, perform CCTV inspection of existing lateral pipes to verify that rehabilitation specified herein is appropriate.

b. Safety- The Installer shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving entrance into confined spaces. It is the Contractor's responsibility to familiarize themselves with OSHA standards and Regulations pertaining to all aspects of the work.

##### c. Pre-Lining Cleaning

It is the Contractor's responsibility to wash, clean, removal of mineral deposits and removal of roots if present and video of existing laterals before lining. Plan work after review of CCTV inspection video and CCTV reports. Field copies of the pre-installation video records shall be provided to the Owner within 48 hours of completion of each day's work. Owner shall review the video records within 7 business days of receipt and will give approval to proceed with installation. No CIPP shall be installed until written approval has been received from the owner and the Contractor has submitted documentation of the approval notice to the Contracting Officer's Representative.

##### d. Pipe Line Obstructions

If a pre-installation inspection reveals an obstruction (such as heavy solids, dropped joints, protruding service connection or collapsed pipe) in the existing lateral that can not be removed by pipe cleaning equipment, Contractor is to notify Independence Hill Conservancy District (IHCD) to perform a point repair of the lateral. IHCD or their Contractor will complete the point repairs. Contractor is to notify the Contracting Officer of the affect the point repair has on the construction schedule.

##### e. Bypass Pumping

If required by site conditions, provide for continuous bypass flow around the section to access the laterals designated for the lining. Provide pump and bypass lines of adequate size and capacity to handle the necessary flow.

f. It is required that the service lateral be inactive during the time of installation. This is normally accomplished by turning off the homeowner's services or requesting that the homeowner relinquish using his services during the period of installation. Notification will be distributed to impacted residents 24 hours in advance of the lateral line.

### 3.1.2 Experience

Onsite supervisor shall have 25,000 feet and/or 200 line sections of lining experience installing the listed product, and the product should have a minimum of 200,000 feet and/or 1000-line sections installed. The Contractor and the Contractor's key personnel shall have a minimum of 100,000 feet and/or 300-line sections of lining experience. The Contractor and supervisor shall have a minimum of five years experience with the product being used.

### 3.1.3 Deviations

If the pre-installation inspection reveals conditions in the Lateral Pipe that are substantially different from those used in the design of wall thickness, liner tube construction, liner tube length, or resin system, notify the Contracting Officer and provide a videotape recording of the existing conditions and design data. Do not proceed without direction from the Contracting Officer.

### 3.1.4 Pipe Preparation

Precondition the pipe section by cleaning the section and removing corrosion, grease buildup, or other obstructions that may interfere with lining operations.

To ensure that the pipe is ready for lining, use a CCTV to inspect the line immediately before lining and after cleaning is complete.

### 3.1.5 Installation of Lateral Lining

Adhere to the following installation procedures using ASTM F 1216 unless otherwise specified by the Contracting Officer:

a. Identify all service connections, locate, prior to CIPP lateral lining installation. Submit the complete list of service laterals, including relevant footage and diameter of lateral, to the Contracting Officer, prior to lining of laterals.

b. The Contractor shall make every effort to maximize service usage throughout the duration of project. The time each service is out of service shall be minimized, but the maximum amount of time a customer is out of service shall be 8 hours.

A public notification program shall be implemented and shall as a minimum, require the Contractor to notify the home owners whose house laterals will be lined, contacting them, and informing them of the work to be conducted, when their sewer will be off-line, and when the sewer is put back on-line. The Contractor shall also provide the

following:

1. Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any problems which could arise.
  2. Personal contact with any home or business which cannot be reconnected within the time started in the aforementioned written notice.
- c. The Contractor shall remove all internal debris out of the lateral line and sewer main that will interfere with the installation of CIPP, such as solids, mineral deposits, and roots.
- d. The Contractor, upon completion of the pre-lining video of the laterals to be lined will conference with the Engineer, the contracting officer, and the Independence Hill Conservancy District (IHCD) to discuss the conditions of the laterals.
- e. CIPP installation shall be in accordance with ASTM F 1216, Section 7 or ASTM F 1743, Section 6 or ASTM F 2019-03 for Ultra Violete cured pipe.
- f. All CIPP installed in accordance with the manufacturer's recommendations
- g. Contractor will be responsible for any pipe flow control or backups during the lining operations
- h. Contractor shall obtain water from fire hydrants approved by the Indiana American Water Co. Contractor is responsible to pay the water company for any of their charges for the use of their hydrants.
- i. The Installer shall designate a location where the liner will be vacuum impregnated prior to installation. The Installer shall allow the Owner to inspect the materials and resin saturation (wet-out) procedure. A catalyst system compatible with the resin and liner shall be used.
- j. The wet-out liner shall be loaded inside a pressure apparatus above ground, utilizing a hydrophilic sealant (or equivalent) on the backside of the connection applied in a one half to one-inch-wide bead to enhance a watertight seal. Also, a Silicate Resin or a two- part 100% solid epoxy (reference ASTM C-881) shall be applied at a volume no less than 6oz to the lateral interface to enhance adhesion against the host pipe. The pressure apparatus, with an end attached to a robotic device, shall be winched through the main pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the liner tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the liner.
- k. Curing - Unless otherwise approved by the engineer, an ambient-

temperature curing resin system will be utilized.

l. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appear to be hard and sound. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.

m. Cool-down - The Installer shall cool the hardened CIPP to a temperature to approximately 100° F before relieving the pressure in the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.

n. Finish - The finished CIPP shall be a watertight connection seal at the main pipe and extend continuous over 5 feet in length of the service lateral and be free of dry spots, lifts, and delamination. This continuous one piece structural pipe-within-a-pipe shall not inhibit the closed circuit television (CCTV) post video inspection of the main or service lateral pipes.

o. Testing - For every 50 laterals, one flat plate sample shall be taken and sent to a 3rd party test laboratory for confirmation of short-term flexural modulus and strength properties in accordance with ASTM F1216. The test results shall meet or exceed the values used in the design of the CIPP lateral liner.

p. After all work is completed; provide the Contracting Officer with video tape documentation showing both pre- and post- installation conditions. Correct all defects discovered during the post-installation CIPP liner television inspection, at no cost to the Government, before the work under the Contract will be considered for substantial completion.

q. During the warranty period, any defects which will affect the integrity or strength of the CIPP liner shall be repaired at the Installer's expense in a manner mutually agreed upon by the Owner and the Installer.

#### 3.1.5.1 Set-Up

In general, the CIPP installation shall be in accordance with ASTM F1216, Section 7 or ASTM F1743, Section 6.

#### 3.1.6 Liner Inspection

Perform a final CCTV inspection to verify that the composite liner has cured and that the integrity of the liner is maintained.

### 3.2 FIELD QUALITY CONTROL

Test system in accordance with [ASTM F1743](#), as supplemented and modified by the [CIPP manufacturer's written installation instructions](#).

Upon completion, submit DVD records of the [pre-lining inspection](#) and [post-lining inspection](#), along with a written [report summarizing the extent of the pipe lining performed](#). Update pipe the lining contract [record drawings](#) to reflect the as-built condition after the lining is complete and submit the drawings to the Contracting Officer. The Contracting Officer may review the video and documentation, and may inspect the work site to determine that the scope of work is complete, that the work is

satisfactory, and that the site has been returned to its original condition.

### 3.3 ADJUSTING AND CLEANING

After liner installation has been completed and accepted, clean the entire project area and restore the site to its original condition before work began including restoring or replacing disturbed paving, curbing, sidewalks, gutters, or other disturbed surfaces or structures. The site shall be restored to its original condition before work began, to the satisfaction of the Owner, AE, or COR. The Contractor shall furnish all labor and material incidental thereto, at no additional cost to the Owner. Dispose of excess material and debris not incorporated into the permanent installation. The Contractor shall remove surplus pipe, tools and temporary structures. All dirt, rubbish and pipe material from the operation shall be legally disposed of by the Contractor.

### 3.4 Patents

The contractor shall warrant and save harmless the owner, North-West Engineering Co., Inc, & USACE against all claims for patent infringement and any loss thereof.

### 3.5 Warranties

Contractor shall warrant all work to be free from defects in workmanship and materials for a period of Two years from the date of substantial completion of all construction.

During the warranty period any defects which will affect the integrity or strength of the CIPP shall be repaired at the Contractor's expense, in a manner mutually agreed by the Contracting Officer.

### 3.6 Qualifications

The contractor shall submit his/her qualification package detailing their experience and resumes of employees that will be performing the work within five workdays after the submittal of the bid. The submittal shall include a minimum of three projects similar in size and include the amount of pipe rehabilitated as well as contacts for those projects

-- End of Section --



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## SECTION 33 01 30.16

TV INSPECTION OF SEWER LINES  
11/21

## PART 1 GENERAL

## 1.1 SUMMARY

Section includes inspection of existing lateral lines and new Sewer linings in the laterals by means of closed-circuit television. All information generated shall be stored on DVD Storage media containing recorded video, which shall become property of the owner.

## 1.2 DEFINITIONS

## 1.2.1 Close-Circuit Television(CCTV) Video

CD or DVD storage media containing the recorded video.

## 1.2.2 Cleaning

To remove soil or solid deposited materials from a pipe segment when the pipe is less than half full of deposited materials.

## 1.2.3 Defects

Defects in the pipe, and services include cracks, separation of joints, collapsed pipe, grade irregularities, leaks, roots, grease buildup, offset joints, obstructions, delamination, missing pipe, restrictions, fractures and similar structural irregularities.

## 1.2.4 Entry Point

The leading edge of the access point or the manhole or structure wall where the pipe segment begins. Sewer Main to be video inspected to locate the distances and locations of laterals in the segment. Laterals to be video inspected up to 5' from the sewer main. Only the pipe is video inspected from manhole to manhole or structure wall and does not include any portion of the manhole or structure.

## 1.2.5 Exit Point

The point where the downstream access manhole is encountered. Only the Sewer Main inspected to locate the locations of Laterals in the segment and video the lateral up to 5' from the sewer main. Only the pipe and laterals are video inspected from manhole to manhole and does not include any portion of the manhole or structure.

## 1.2.6 Heavy Cleaning

To remove soil or solid deposited materials from a pipe segment when the materials in the pipe are between half full to full.

## 1.2.7 Hydraulically Propelled Cleaning Tools

Tools that depend upon water pressure to provide their cleaning force.

#### 1.2.8 National Association of Sewer Service Companies (NASSCO)

National Association of Sewer Service Companies (NASSCO) identifies the generally accepted industry standards for CCTV inspection, observation coding, and certification.

#### 1.2.9 Pipe Segment

The length of pipe from entry point (Manhole) to exit point (Manhole) along the main or service.

#### 1.2.10 Pipeline Assessment and Certification Program (PACP)

A CCTV Inspection standardization certification and observation coding system sponsored by NASSCO.

#### 1.2.11 Point Repair

The location of a failure where a repair has occurred.

#### 1.2.12 Post-Installation CCTV (Post-TV)

Post-TV inspection is used to determine the slip lining of sanitary sewers has been completed in accordance with the contract documents.

#### 1.2.13 Pre-Installation CCTV (Pre-TV)

Pre-TV inspection is a video inspection of existing sewer lines & Laterals to confirm cleaning activities, locations of service connections, and identify defects in the existing sewer system infrastructure prior to any work being performed.

#### 1.2.14 Re-TV Inspection

Upon the completion of repairs made after performing a Post-TV Inspection or Warranty TV inspection, the mains or services are re-inspected by performing a Re-TV inspection. Also, refers to rework for a TV-Inspection that has video interruptions, gaps, or is not continuous.

#### 1.2.15 TV Inspection Log

Information collected and recorded by the CCTV operator for each CCTV inspection effort and includes pertinent information for the respective inspection section; such as, date of inspection, location of site, CCTV technician, direction of CCTV inspection with manhole identifiers, weather conditions, pipe size(s), pipe materials, conditions found, locations where the conditions were found.

#### 1.2.16 Warranty CCTV (Warranty-TV)

Warranty-TV inspection is used to determine the slip lining of sanitary sewers does not have any defects present, remains in compliance with project specifications and Post-TV inspection.

### 1.3 ADMINISTRATIVE REQUIREMENTS

#### 1.3.1 Disposal Plan

Submit a disposal plan prior to performing any work that might generate waste materials. Include a complete description of the materials that are expected to be encountered and their proposed disposal sites. No changes to the disposal plan will be made without prior written acceptance by the Contracting Officer.

#### 1.3.2 Sewage Handling Permit

Prior to commencing application of herbicide, obtain and maintain a valid State sewage handling permit and permits required by local jurisdictions. Submit a copy of this permit to the Contracting Officer prior to beginning any cleaning or pump and haul operations.

### 1.4 SUBMITTALS

Government approval is required for submittals with a "G" or "S" classification. Submittals not having a "G" or "S" classification are for information only. When used, a code following the "G" classification identifies the office that will review the submittal for the Government. Submit the following in accordance with Section 01 33 00 SUBMITTAL PROCEDURES:

#### SD-01 Preconstruction Submittals

Homeowner Notification Flyer; G, AE

Traffic Control Plan; G, CS

Disposal Plan; G, CS

Sewage Handling Permit; G, CS

#### SD-03 Product Data

#### SD-04 Samples

Cleaning Products; G, CS

#### SD-07 Certificates

CCTV Equipment; G, AE

CCTV Technician's Qualifications; G, CS

Pre-TV Inspection; G, CS

Post-TV Inspection; G, CS

Warranty-TV Inspection; G, CS

RE-TV Inspection; G, CS

#### SD-11 Closeout Submittals

Records of Disposals

TV Inspection Logs; G, AE

Final CCTV Inspection Data Base; G, AE

Video Recordings; G, AE

#### 1.5 VIDEO TAPE

Pre-lining Inspection Video

Post-lining Inspection Video

1. Provide 3 copies of visual and audio record of inspection.

2. Features:

- a. Color, DVD Format.
- b. Video display of footage counter continuously showing distance from reference point.
- c. Slow and stop motion.
- d. Speed: Maximum televising velocity of 30 to 35 feet of pipe per minute.

3. Audio record should include:

- a. Date and time of inspection.
- b. Operator name.
- c. Street or surface location of reference manhole.
- d. Size and type of pipe being inspected.
- e. Direction of camera.
- f. Description of all significant items including:
  - 1) Broken or damaged pipe.
  - 2) Points of infiltration.
  - 3) Root intrusions.
  - 4) Scale and corrosion.
  - 5) Service connections.
  - 6) Pipe deflections.
  - 7) Other discernable features.
- g. Distance of each item from the reference manhole.
- h. Location of each item with respect to pipe axis.

4. Audio record shall correspond with written log.

5. Identify location and date of inspection on tape container.

6. Identify tape speed on tape container.

7. Furnish five (5) copies.

#### 1.6 WRITTEN LOGS

- 1. Supply typewritten record of inspection on a standard format.
- 2. Written record should correspond with audio record.
- 3. Written record should include all information required for audio record.
- 4. Furnish five (5) copies.

## 1.7 PHOTOGRAPHS

1. Supply photographs of specific items as requested by Owner.
2. Features:
  - a. Digital or 35 mm.
  - b. Standard size, color.
3. Include with written log.
4. Furnish two (2) copies.

## 1.8 QUALIFICATIONS

All work shall be performed by personnel who have been specifically trained for equipment used and who have experience in televised inspections.

## 1.9 QUALITY CONTROL

### 1.9.1 CCTV Technician's Qualifications

Provide a CCTV technician with three years of total experience with the CCTV technology. Submit a current PACP Operator certification for personnel performing closed circuit television inspection and pipeline assessments.

## PART 2 PRODUCTS

### 2.1 SYSTEM DESCRIPTION

TV inspection of sewer pipelines encompasses cleaning, CCTV inspection and video recording of the existing sanitary sewer mains and laterals included in the contract documents. This work includes by-pass pumping if required, sound reduction enclosure of by-pass pump, inspection logs, video requirements, permits, traffic control and the legal disposal of materials removed from the mains and laterals. It is typically used in coordination with slip lining existing piping.

It includes the mechanical equipment used to clean and dispose of the materials found in lateralsewer pipes, CCTV cameras and recording devices used to record the internal conditions of non-pressurized sewer piping.

### 2.2 EQUIPMENT

#### 2.2.1 Cleaning Equipment

Utilize mechanically powered equipment necessary for root cutting, and flushing of the sewers.

##### 2.2.1.1 Hydraulic Flusher

Provide hydraulic high-pressure sewer cleaners used for sewer main cleaning, specifically designed and constructed for such cleaning, that have a minimum usable water capacity of 600 gallons and a pump capable of delivering at least 30 gallons per minute (gpm) at 100 psi and having the following capabilities:

- a. Pressure regulator nozzle capable of adjustment from 1 psi to 1500 psi.

- b. Constructed for ease of use and safety of operation with two or more high-velocity nozzles capable of producing a scouring action from 15 to 45 degrees in lines designated to be cleaned.
- c. A high-velocity gun for washing and scouring the manhole or structure walls and floor capable of producing flows from a fine spray to a solid stream.
- d. Carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

#### 2.2.2 CCTV Equipment

Provide a video system capable of producing a sharply focused, well-lit and color balanced picture in accordance with the following requirements:

##### 2.2.2.1 Pipe Inspection Camera and Associated Equipment

- a. Provide a pipe inspection camera system that produces a video using a pan and tilt, radial viewing, that pans a minimum of 275 degrees and rotates 360 degrees. Illumination sensitivity of 3 Lux or less and a minimum of 460 lines of resolution is required.
- b. Utilize video cameras specifically designed and constructed for CCTV inspection of laterals from the sewer main in addition to sewer main.
- c. Provide a camera that is operative in 100 percent humidity conditions.
- d. Provide a camera with an accurate footage counter that displays on the monitor the exact distance of the camera to the nearest 1/10 of a foot.
- e. Provide a camera with a height adjustment so that the camera lens is typically centered in the pipe, or higher depending on water levels in the pipe.
- f. Provide equipment that will produce digital color images and allows the CCTV technician to remotely balance the iris and color to produce a clear and true video of the pipeline.
- g. Provide lighting for the camera that is suitable to provide a clear color picture of the entire periphery of the pipe.
- h. Provide a reflector in front of the camera as necessary to enhance the lighting on dark or large diameter pipes.
- i. Provide an accompanying computer and recording device capable of projecting and recording the facility location, project name, Contractor's name, date, line size, material type, line identification, manhole or structure ID numbers and ongoing footage counter onto the video screen.
- j. CCTV equipment should be able to inspect 3" & larger lateral pipes from the sewer main by launching a camera from the robotic transporter within the main line and up the lateral. The system must have adequate overall cable with a push camera allowing inspection of laterals. The camera to be provided with lateral navigating stick that could be used to steer the camera thru the tees or bends in pipe.



## 2.3 MATERIALS

### 2.3.1 Cleaning Products

Select cleaning products that do not present a health and safety concern, are allowed for use in the sewer system according to Federal and State regulations, will not adversely affect the water quality of the water being conveyed in the sewer system, are suitable for the wastewater treatment plant and the climatic conditions at the project site. Submit manufacturer's label and SDS for the cleaning products proposed for use.

## PART 3 EXECUTION

### 3.1 PREPARATION

#### 3.1.1 Traffic Control

- a. Submit a detailed [Traffic Control Plan](#) to the Contracting Officer at least 10 days in advance when the manholes used to perform the TV inspection are located in or adjacent to the road. Comply with all applicable State Highway, Local and Installation requirements when preparing the traffic control plan.
- b. Provide labor, signs, barricades, cones, arrow boards, flaggers, and any additional equipment necessary to complete the work.

#### 3.1.2 Sewer Line Cleaning

Immediately prior to conducting CCTV activities, thoroughly clean the segment of sewer pipe to be video inspected. Clean the segments using hydraulically propelled, high-velocity jet, or mechanically powered equipment.

- a. During cleaning and preparation operations, undertake precautions to protect the sewer system and property from damage. Restore property damaged as a result of such cleaning and preparation operations to pre-existing conditions.
- b. During the course of normal cleaning operations immediately report pre-existing damage such as broken or missing pipe to the Contracting Officer.
- c. When hydraulically propelled cleaning tools or tools which retard the flow in the sewer line are utilized, take precautions to ensure that the water pressure created does not damage or cause flooding on the adjacent site.
- d. Maintain access to fire hydrants for the purpose of fire protection at all times.
- e. If cleaning of an entire sewer section cannot be successfully performed from one manhole or structure, set up the equipment on the other entry or exit point and attempt cleaning again.
- f. If successful cleaning cannot be performed from the opposite end or the equipment fails to traverse the entire pipeline section, cease cleaning those specific sewer sections, notify the Contracting Officer and CCTV inspect both sides of the pipeline section to determine the cause of the blockage.

### 3.1.2.1 Sanitary Sewer Cleaning

Minimize the interruptions to the existing flows to perform the cleaning of the sewers. Prevent sewage backups and immediately clear back-ups resulting from the cleaning operations. When possible, utilize the flow in the sewer system to provide the necessary pressure for the hydraulic cleaning devices. Return sewage diverted during cleaning operations to the sanitary system and do not discharge onto any surface, or into any water body or storm drain system.

### 3.1.3 Floating the Camera

Video inspection performed while floating the camera is not acceptable.

### 3.1.4 Root Removal

Remove roots in the designated lateral sewers. Ensure complete removal of roots to the joints. Use mechanical equipment that can be operated remotely, winches using root cutters. Capture and remove roots from the sewerline at the downstream manhole or structure.

### 3.1.5 Material Removal and Disposal

Remove sludge, dirt, roots, grease, and other solid or semi-solid material resulting from cleaning operations at the downstream manhole or structure of the section being cleaned.

#### 3.1.5.1 Sludge and Debris Storage

Under no circumstances is sludge or other debris removed during these operations to be stored, dumped or spilled into streets, ditches, storm drains, or other sanitary sewer systems.

- a. Dispose of solids and semi-solids resulting from the cleaning operations no less often than the end of each work day in accordance with the approved Disposal Plan.
- b. Under no circumstances will debris be allowed to accumulate on the work site beyond the end of each work day, except in totally enclosed containers and as acceptable by the Contracting Officer.
- c. Continuously maintain the haul route and work areas neat, clean, and reasonably free of odor. Cleanup any spill which occurs during the transport of cleaning or surface preparation by-products. Perform the cleanup of any such material pursuant to this Contract and in accordance with applicable law and environmental regulations.
- d. Immediately notify the Contracting Officer of any spill and begin clean up any such spill or waste.
- e. The Government will charge to the Contractor for any costs incurred or penalties imposed upon the Government as a result of the spill, dump or discard.
- f. Under no circumstances is this material to be discharged into the waterways or any place other than where authorized to do so in accordance with the approved Disposal Plan.

### 3.1.5.2 Hauling of Waste Material

Provide vehicles hauling such waste material that meet the following requirements:

- a. Provide transport vehicles of the type(s) approved for this application by the jurisdictions where those vehicles will be operated in the performance of activities associated with this Contract.
- b. Provide transport vehicles with watertight bodies equipped and fitted with seals and covers to prohibit material spillage or drainage.
- c. Clean vehicles to prevent deposits of material on roadways.
- d. Load vehicles within legal weight limits and operate safely within traffic speed regulations.
- e. The routes used for the conveyance of this material on a regular basis is subject to approval by the local governing bodies having jurisdiction over such routes.

## 3.2 APPLICATION

### 3.2.1 Inspection of Sewer Lines

Inspection of sewer lines applies to Pre-TV inspection, Post-TV inspection, RE-TV inspection and Warranty-TV inspection. Perform inspections of sewer lines in the presence of the Contracting Officer.

#### 3.2.1.1 Communication

Set up hand operated radios, telephones, or other means of communication between the entry and exit points being inspected to ensure uninterrupted communication between members of the CCTV crew when manually operated winches are used to pull the television camera through the line.

#### 3.2.1.2 Flush Main

Introduce a minimum of 1000 gallons of clear, potable water into the upstream manhole or structure or access structure of the mains to be CCTV inspected just prior to inserting the camera. The Contractor is responsible for collecting and disposing of the water in accordance with the approved disposal plan.

#### 3.2.1.3 Camera Operation

Set counter to 0.00 feet at the entry point, which is the beginning manhole or structure wall. Move the camera through the line in either direction at a moderate speed, stopping to permit proper documentation of the sewer's condition or service connection locations. In no case will the camera be operated at a speed greater than 30 feet per minute. Slowly pan and tilt the camera at the beginning and ending manhole, structure connections, service connections, joints, visible defects, and pipe arterial transitions. Provide a full 360 degree view of the pipe, joints, and service connections.

Utilize manual winches, power winches, cable, powered rewinds or other devices that do not obstruct the camera view or interfere with camera operation or CCTV inspection of the pipe conditions as the camera is moved

through the sewer line.

#### 3.2.1.3.1 Recording Defects

During CCTV inspection, temporarily stop the camera at each defect or feature along the line.

#### 3.2.1.4 Documentation of CCTV Inspection

Documentation of CCTV inspection applies to Pre-TV inspection, Post-TV inspection, RE-TV inspection and Warranty-TV inspection.

Utilize a data logger and reporting system that is PACP compliant to make a video and audio recording of the CCTV inspections. Submit video recordings, inspection logs, and digital photographs as indicated in the following sub-paragraphs.

##### 3.2.1.4.1 Final CCTV Inspection Data Base

The data obtained for all inspections shall be provided in digital format compatible to Microsoft Excel. The database shall contain two tables: one containing a single record or row for each inspection (Site Data Table) and one containing a single record or row for each observation (Observation Data Table). At a minimum, the database tables shall contain the following fields or columns:

###### SITE DATA TABLE

1. Site ID- Contractor's unique ID number for inspected segment, cross-referenced to Observation Data Table
2. Project - Contractor's project ID
3. Starting Manhole ID
4. Ending Manhole ID
5. Camera Direction - downstream (Dwn) or reverse (Rev)
6. Street name/location where the inspection is occurring
7. Easement - yes or no
8. Date of Inspection
9. Video disc (DVD) number
10. Inspection Complete? - yes or no
11. Inspection abandoned due to prohibiting fault? - yes or no
12. Inspected pipe length (to nearest 0.1 foot)
13. Pipe diameter 14. Pipe material
15. Pipe joint length 16. Video file name
17. Television inspection log file name
18. Comments
19. PACP Certification Number

###### OBSERVATION DATA TABLE

1. Site ID - Contractor's reference to inspected pipe segment in Site Data Table
2. Observation ID - Contractor's unique ID number for observation
3. Footing position of observation (to nearest 0.1 foot) ID
4. Observation code (using NASSCO codes)
5. Clock position of observation (if applicable) - 1 through 12
6. JPEG file name for observation photograph (if applicable)
7. Comments (if applicable)

#### 3.2.1.4.2 Video Recordings

Provide a color video showing the completed work and document the inspection on a digital recorder. Capture inspection video in either MPEG-4 or Windows Media Video (WMV) format with a minimum resolution of 352 x 240 pixels and an interlaced frame rate at a minimum of 24 frames per second. Save video on CD or DVD. However, the CCTV inspection video of a segment must be wholly contained on a single CD or DVD. The video recording must meet the following requirements:

- a. Provide a continuous and uninterrupted recorded video for the pipe segment being examined. Include the official project title, Contracting party, Contractor's name, street name, manhole or structure ID numbers, direction of video and flow, date and time video was recorded, continuous counter text, pipe size and material, material changes in the pipe segment, audio and text call outs of laterals, fixtures and problem areas in the recorded video.
- b. Include an audio track recorded by the CCTV technician during the actual inspection work with a description of the parameters of the line being inspected on the video recordings including upstream and downstream node numbers, direction of camera travel, purpose of inspection, location, date, job number, pipe size, pipe material, name of CCTV company, operator's name. The audio may be from the voice of the CCTV technician or it may be computer generated if specifically approved by the Owner. Audio recordings should not contain inappropriate language, idle chatter, background noise, and discussions between the operator and other crew members. All observations along the length of the pipe shall be narrated, with a description of the type of defect or feature, clock position, footage, extent, or other pertinent data. At the conclusion of the inspection of a pipe segment, the operator should state the final CCTV footage and indicate that the CCTV inspection of the pipe segment is complete. If the inspection had to be abandoned before reaching the ending manhole, then a statement to this effect should be made as part of the ending narration with a reason given as to why the
- c. Include the location, pipe diameter, pipe material, defects, service lateral locations and any unusual conditions found in PACP format.
- d. Submit labeled CDs or DVDs of the video inspections.
- e. Without exception, CCTV inspections must be continuous without video interruption or gaps for pipe segments.
- f. Clean, flush, and RE-TV pipe segments with video interruptions or gaps.

#### 3.2.1.4.3 TV Inspection Logs

Submit computer generated records that clearly show the location and orientation in relation to an adjacent manhole or structure of each infiltration point observed during the inspection.

Record other points of significance such as locations and orientations of service connections, missing or broken pipe, roots, the presence of grease, scale or corrosion, bellies, fractures, cracks, and other discernible features using PACP designations.

#### 3.2.1.4.4 Digital Photographs

Submit JPEG images at a minimum resolution of 640 x 480 pixels. Save digital photographs in JPEG file format on CD or DVD. Document noted defects and lateral connections as color digital files and hard copy print-outs. Photo logs are to accompany each photo submitted.

#### 3.2.2 Pre-TV Inspection

Immediately after cleaning has been performed, complete a Pre-TV inspection, in accordance with paragraph INSPECTION OF SEWER LINES. Submit Pre-TV inspection documentation in accordance with paragraph DOCUMENTATION OF CCTV INSPECTION.

#### 3.2.3 Post-TV Inspection

Immediately after visual, deflection, pressure and leak testing and service reconnections are complete on a pipe segment, complete Post-TV inspection accordance with paragraph INSPECTION OF SEWER LINES. Submit Post-TV inspection documentation in accordance with paragraph DOCUMENTATION OF CCTV INSPECTION. Provide post installation inspection documentation within 10 working days of the liner installation. The Contracting Officer may, at his or her discretion, suspend any further installation of lining materials if post-installation documentation is not submitted within 10 working days. As a result of this suspension, no additional working days will be added to the Contract, nor will any adjustment be made for increase in cost.

##### 3.2.3.1 Post-TV Defects

If defects are found in the mains or services during the Post-TV inspection make repairs according to the specifications. RE-TV all repairs accordance with paragraph INSPECTION OF SEWER LINES. Provide additional RE-TV inspections of complete pipe segments as follows:

- a. Perform a RE-TV inspection of the complete pipe segment. If no additional defects are found in the Re-TV inspections, then the Post-TV inspection is complete.
- b. If defects are found in these additional inspections make repairs according to the specifications and provide Re-TV inspection for the complete pipe segment.
- c. If defects are found in these additional inspections make repairs according to the specifications and Re-TV the repaired pipe segments until no Post-TV defects are found.

#### 3.2.4 Warranty-TV Inspection

Submit Warranty-TV Inspection no later than 30 days prior to the expiration of the warranty. Comply with paragraphs TV INSPECTION OF SEWER LINES and DOCUMENTATION OF CCTV INSPECTION. Complete Warranty-TV inspections in the presence of the Contracting Officer. The Contracting Officer has the option to select the pipe segments for the Warranty-TV inspection. Comply with the following requirements:

- a. Provide a complete pipe segment Warranty-TV inspection of pipe segments where a liner repair was performed during Post-TV Inspection.

- b. Provide a complete pipe segment Warranty-TV inspection of pipe segments where a point repair was performed.
- c. Provide a Warranty-TV inspection of at least one full pipe segment of each size and type of slip lining installed.
- d. Provide a Warranty-TV inspection of at least percent of the total length of all pipe segments.

All of Warranty-TV inspections above may be included to satisfy the percentage of total length requirement. If no defects are found in the mains and services in the above minimum pipe segments inspected, then the Warranty-TV inspection is complete.

#### 3.2.4.1 Warranty-TV Defects

If defects are found in the mains or services during the Post-TV inspection make repairs according to the specifications. RE-TV all repairs. Provide additional Warranty-TV inspections of complete pipe segments as follows:

- a. Warranty-TV inspect an additional 15 percent of the footage based on the length of the total project. If no additional defects are found in the additional Warranty-TV inspections, then the Warranty-TV inspection is complete.
- b. If defects are found in these additional inspections make repairs according to the specifications, RE-TV all repairs and provide Warranty-TV inspections for the remaining pipe segments in the project.
- c. If defects are found in these additional inspections make repairs according to the specifications and Re-TV the repaired pipe segments.

#### 3.2.5 RE-TV Inspection

After repairs are made to a main or service, complete RE-TV inspection accordance with paragraph INSPECTION OF SEWER LINES and DOCUMENTATION OF CCTV INSPECTION.

### 3.3 FIELD QUALITY CONTROL

#### 3.3.1 Inspection

##### 3.3.1.1 Technical Representative

Provide a technical representative who is a DOD certified pesticide applicator or Pest Management Quality Assurance Evaluator (QAE)/Performance Assessment Representative (PAR). The technical representative must be present at all meetings concerning root removal and during treatment application. Contact the Integrated Pest Management Coordinator prior to starting work.

### 3.4 CLOSEOUT ACTIVITIES

#### 3.4.1 Sewer Cleaning

Submit copies of [Records of Disposals](#) indicating the disposal site, date, amount, and a brief description of the materials disposed.

-- End of Section --